



महाराष्ट्र शासन राजपत्र

भाग एक-ल

वर्ष २, अंक ४७]

गुरुवार ते बुधवार, नोव्हेंबर २४-३०, २०१६/अग्रहायण ३-९, शके १९३८

[पृष्ठे ११९, किंमत : रुपये २३.००

प्राधिकृत प्रकाशन

(केंद्रीय) औद्योगिक विवाद अधिनियम व मुंबई औद्योगिक संबंध अधिनियम यांखालील
(भाग एक, चार-अ, चार-ब आणि चार-क यांमध्ये प्रसिद्ध केलेल्या अधिसूचना, आदेश व निवाडे यांव्यतिरिक्त)
अधिसूचना, आदेश व निवाडे.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI A. R. MAHAJAN, MEMBER

COMPLAINT (ULP) No. 537 of 2008.—(1) Dashrath Laxman Tanawade, (2) Dattaram Balaji Bhosale, (3) Pradip Laxman Kathe, (4) Balkrishna Sanjiva Kotian, (5) Suresh Tanaji Chibade, Address for all is C/o. Rashtriya Shramik Sangh, New Naigaon B.M.C. Marathi School, Next to Rose Club, Dr. Babasaheb Road, Naigaon, Dadar, Mumbai 400 014.—*Complainant.*—*Versus.*—(1) M/s. Shalimar Paints Limited, Prem Estate No. 1, Sant Savta Marg, Mustafa Bazar, Byculla (East), Mumbai 400 010, (2) Sandip Sarda, Managing Director, Shalimar Paints Limited, Prem Estate No. 1 Sant Savta Marg, Mustafa Bazar, Byculla (East), Mumbai 400 010.—*Respondents.*

Coram.— Shri A. R. Mahajan, Member.

Appearances.— Shri Nabar, Advocate for the complainants.

Shri S. P. Singh, Advocate for the respondents.

Oral Judgement

(Delivered on 1st December 2011)

1. This is a complaint under section 28 r/w. Item 9 of Schedule IV of the MRTU and PULP Act, 1971 seeking declaration that the respondent had engaged in unfair labour practice and are continuing to engage in unfair labour practice under item 9 of Schedule IV of the MRTU and PULP Act, further seeking direction to cease and desist from commissioning of such unfair labour practice as complained in the complaint. The complainants have further sought relief of directing the respondents to implement the award by granting benefits and privileges to the complainants of the same with effect from. The date the Complainants completing 240 days of continuous service from the date of joining in terms of award dated 9th January 2008 in reference (IT) No. 35/2004.

2. The facts in brief of the complainants' case, can be stated as under.— Respondents are engaged in the business of manufacturing of paints and allied products. Respondent No. 2 is the Managing Director of the respondent No. 1 company. The complainants have been employed by

the respondent at the godowns of the respondents to receive and for delivery of the goods manufactured by the respondents in their factories. It is the case of the complainants as stated by them that on 9th January 2008, Industrial Tribunal in Reference (IT) No. 35 of 2004 had passed an award which is binding upon the respondents for its implementation. However, on 23rd September 2008, the respondents had communicated to the representative of the complainants refusing to implement the award dated 9th January 2008. The complainants have been working with the respondents as 'helpers' at two godowns on permanent vacant posts situated at Bhivandi and Sitaram Compound, Mumbai for about 13 to 25 years continuously. The complainants were supposed to receive the goods, store them in order and remove the goods from godowns for delivery of the same to the parties as per the instructions of the Manager of the Godown. The services of the complainants are controlled by the Mumbai office of respondent No. 1 company. They were treated as casual labours, though they had worked continuously for years together, as such, they approached union Maharashtra Rajya Karmachari Kamgar Sena and the union has espoused the cause of these complainants and has raised dispute for regularisation and permanency in the employment of respondent company on the ground that though they have completed 240 days continuous service, they have not been given the benefits and privileges of permanency from the date of completion of 240 days of continuous service in each year. The reference was raised in the form of reference (IT) No. 35 of 2004 and terms of reference were as under :—

“As to whether Shri Dashrath Laxman Tanawade and 4 others whose names and particulars such as date of joining in the service, designation, last drawn salary etc. mentioned below should be treated as permanent workmen of the company since the date they completed 240 days of continuous service and extended with all the service conditions and other facilities on par with the permanent workmen of the company along with arrears @ 18 percent interest per annum ?”

All the complainants were shown as 'helpers' with different date of joining from 1984 to 1991 drawing salary of Rs. 4,050 per month. After the respondents filed their written statement, after recording of evidence, the Reference (IT) No. 35 of 2004 was decided on merit. The award came to be passed on 9th January 2008. It was held by the learned Industrial Tribunal that the complainants had worked with the respondents continuously as helpers from 13 to 20 years without any break. It was further held that the complainants are liable to be treated as permanent workmen of the respondent No. 1 company since the date they have completed 240 days of continuous service in a given year. The complainants made several attempts in order to see that the respondents implement the said award dated 9th January 2008 in Reference (IT) No. 35 of 2004. Letters were sent to the respondent. However, respondents by sending letter dated 23rd September 2008 refused to implement the award. For non implementation of the award, respondents have taken the same plea and same contentions which they had taken in the written statement filed in Reference (IT) No. 35 of 2004 and thus, for non implementation of the award, it is the case of the complainants that the respondents have engaged themselves in the unfair labour practices within the meaning of Item 9 of Schedule IV of the MRTU and PULP Act, 1971. Hence, this complaint.

3. The respondents appeared in the matter and filed their written statement which is at Exhibit C-3. They have resisted the claim of the complainant employees. They have denied that they have engaged in the unfair labour practices within the meaning of item 9 of Schedule IV of the MRTU and PULP Act, 1971. They have denied that they have employed complainants in the capacity of employees. It is contended by them that complainants are not entitled to file this complaint since they are not the employees of the respondents. It is their contention that complainants have been engaged as casual labours for the purpose of loading and unloading, stacking of material in the godowns at Lower parel and Bhiwandi, whenever required. The work of loading and unloading is not done everyday in godowns. Whenever there is work on loading and unloading these concerned complainants have been called as soon as loading and unloading

work is over, they are discharged. They are being paid on piecemeal basis. It is the case of the respondents that they are mathadi workers and not regular workers of the company. It is contended by the respondents that the complainants have falsely with an intention to mislead the Court stated that respondents have not implemented the award. It is the contended that from the record of the reference (IT) No. 35 of 2004, it is clear that none of the concerned workmen have completed 240 days continuous service in any year or any date in a given year. There is no documentary evidence produced by the complainants in the reference (IT) 35 of 2004 to show that they had completed 240 days. The Industrial Tribunal did not fix the date of completion of 240 days of continuous service. Since they were not directed to be made permanent from a particular date, the question of treating them as permanent employees and extending them permanency benefits and providing them facilities on par with the other permanent workmen, payment of arrears of monetary benefits, interest etc. did not arise at all. It is contended by the respondents that the award is interpreted judiciously, Tribunal has not directed the respondent to make complainants as permanent workmen from a particular date only because they had failed to prove that anyone of them had completed 240 days of continuous service in accordance with the provisions of law. By making them permanents, it is contended by the respondents that they would be committing breach of provisions of Mathadi Act inviting penal consequences as per the Act and the Scheme. It is the contentions of the respondents that no permanent workers were engaged for loading and unloading work from 1984 onwards. The respondents did not want to commit breach of the provisions of Mathadi Act amounting to contracting out. It is the case of the respondents that while calculating the wages based on their attendance and work done, the average pay for each complainant come to Rs. 4,050 per month on the basis of piece rate/daily wages. In the written statement by and large the defence which the respondents had taken in reference (IT) No. 35 of 2004, has been taken by filing written statement praying for dismissal of the complaint with costs contending that they have not engaged themselves in any unfair labour practice as alleged by the complainants. It appears that there was an application for interim relief Exhibit U-2. The application came to be decided on 9th September 2009 wherein it was directed to respondents to pay Rs. 94,115, 91,715, 88,515, 81,915 and Rs. 82,715 to the concerned workmen, whose names are stated in the operative part of the order. On the basis of calculations filed before the then Member, Industrial Court, Mumbai by the respondents. This was by way of interim relief. However, the matter proceeded further in spite of the fact that the complainant employees had received this amount from the respondents. Issues were framed and then recast on 1st November 2011 as per Exhibit O-4. Pursuant to the issues framed by me affidavits in lieu of examination in chief of Dashrath Tanawade Exhibit U-10, Pradeep Laxman Kathe Exhibit U-11, Suresh Tanaji Chibade Exhibit U-12, Balkrishna Sanjiva Kotian Exhibit U-13 and of Dattaram Balaji Bhosale Exhibit U-14 have been placed on record. They were cross-examination by the respondents' advocate Shri S. P. Singh. Secretary of Rashtriya Shramik Sangh Shri Sambhaji B. Shedge has filed his affidavit in support of the complainants' contentions, who also was cross-examined by the respondents' advocate Shri S. P. Singh. At Exhibit C-8 is the affidavit of Candambath Madhoosudan filed for the respondents. he has been cross examined by the complainants' advocate. On behalf of the complainants there is documentary evidence in the form of award Exhibit U-15, its publication Exhibit U-16, letter dated 5th July 2008 Exhibit U-17, another letter dated 12th September 2008 Exhibit U-18, and the last letter dated 23rd September 2008 Exhibit U-19 asking for implementation of the award by the respondents. As against this, in the form of documentary evidence the respondents have placed on record the calculations to show how they have arrived at figures in respect of arrears of salary which they have paid as per the interim order below Exhibit U-2, which they contend is towards full and final payment in compliance of the award to the complainants till June, 2009. The complainants have their own calculations which they have made and placed on record for the perusal of the Court. After the completion of the oral and documentary evidence adduced by the parties, I heard Learned Advocate Shri Nabar for the complainants and Learned

Advocate Shri S. P. Singh for the respondents. Learned Advocate Shri Nabar invited my attention to para 13 of the award which is at Exhibit U-19. Statement Exhibit U-21 which applies to subordinate staff according to him. he prayed for allowing the complaint. Learned Advocate Shri S. P. Singh for the respondents referred to the evidence of Shri Shedage which is at Exhibit U-27 and also the affidavit of Candambath Madhoosudan which is at Exhibit C-8 and submitted that mazdoor is not equivalent to loader. Therefore, agreement does not apply to them and in view of the provisions of section 18(1) of the Industrial Disputes Act, the agreement applies only to 14 employees and not to concerned employees in this matter, those who have joined services subsequent to these settlements, are not covered by the settlements. Sole basis of making calculations over and above the figure which is arrived at by the complainants is the salary of one retired employees Shri J. K. Shinde which cannot be positions as far as present complainants are concerned and the award passed in Reference (IT) No. 35 of 2004 is concerned. Therefore, the salary of Shri Shinde cannot form the basis of calculations in this complaint according to Learned Advocate Shri S. P. Singh. Therefore, he prayed for dismissal of the complaint with costs. Learned Advocate Shri Nabar for the complainants relied upon the decision in *Kamani Tubes Ltd., V. Kamani Employees Union and Others, 1987 (II) CLR page 263*. As against this, Learned Advocate Shri S. P. Singh relied upon.

2002 III CLR 3 in case of Josheph Leslie and Company V. Engineering workers and Ors., 2002 I CLR 701 in case of Tata Consulting Engineers and Associates staff Union V. Tata Consulting Engineers and Anr.,

2003 II CLR 1021 in case of Suresh Manilal Shah V. Kothari Industrial Corporation Ltd., and Ors.

2005 (2) L.L.N. 388 in case of Maharashtra General Kamgar Union and others and Plx Transmission Ltd., 2002 I CLR 2002 I CLR 637 in case of Tata Iron and Steel Company Ltd. Bombay and Anr. V. Adil K. Patel.

1998 II CLR in case of P. K. Singh and Ors. V. The Presiding Officer and Ors.

4. After going through oral and documentary evidence adduced by the parties, and after hearing Learned Advocate Shri Nabar for the complainants and Learned Advocate Shri S. P. Singh for the respondents and after considering the decisions of the Hon'ble High Court and Hon'ble Apex Court relied upon by the parties, following issues arise for my consideration and I record my findings against them for the reasons stated below:—

<i>Issues</i>	<i>Findings</i>
1. Whether complainants prove that respondents have committed breach of award dated 9th January 2008 passed, reference (IT) No. 35 of 2004 ?	In the affirmative.
2. If yes, Whether respondents have engaged themselves in unfair labour practice by committing breach of award within the meaning of item 9 of Schedule IV of the MRTU and PULP Act, 1971 ?	In the affirmative.
3. Whether respondents are entitled to the reliefs as prayed for ?	As per final order.
4. What order?	Complaint is allowed as per final order.

Reasons

5. *Issue No. 1.*—Before I deal with the evidence of the complainants' side and from the respondents' side, it is necessary to note what were the terms of reference in Reference (IT) 35 of 2004. From the terms of reference it is confined to the present complainants *i.e.* five workmen who were working as loaders at the time when dispute was raised. It seems that they had claimed

the benefits of permanency from the date of each one of them completing 240 days continuous service. It further refers to their service conditions and facilities on par with permanent workmen of the company along with arrears @ 18 per cent interest per annum. The last drawn salary of each one of them at the time of reference was Rs. 4,050 per month and their designations were shown as helper. Shri Dashrath Laxman Tanawade joined on 4th February 1984, Shri Dattaram Balaji Bhosale joined on 15th April 1986, Shri Pradip Laxman Kathe joined on 10th October 1986, Shri Balkrishna Sanjiva Kotian joined on 3rd March 1990 and Shri Suresh Tanaji Chibade joined on 12th November 1991, However, it appears that each one of them was drawing salary of Rs. 4,050 per month. It appears from the award that it was agitated before the Tribunal that helpers working in the company used to get Rs. 10,000 to 12,000 per month towards wages and were also paid other benefits such as provident fund, bonus, house rent allowance etc. However, these five complainants were excluded and not shown as permanent employee of the respondent. They were paid fixed amount of Rs. 4,050 who were not extended benefits such as LTA, Bonus, House rent allowance etc. There is no increment for years together since they treated as temporary. They had completed uninterrupted and continuous service of 240 days immediately after each one of them joined the services. The stand taken by the respondent company was that these five workmen were working at the godown were doing the work of loading and unloading as the temporary employees of the company. The actual appreciation of the evidence as was led by the first party employer and second party workmen starts from para 13 of the said award, to which my attention was invited by Learned Advocate Shri Nabar for the complainant to substantiate his claim. On the basis of the settlements of 1981 and 1983, which was arrived at between the union which was functional and operating in the respondent company espousing the cause of the workmen therein. It appears that in para 13 as mentioned that the company is registered under Mathadi Act for the first time in 2006, though the work of loading and unloading was going on since beginning at the godown. This has come in the cross-examination of the respondents' witness Shri Candambath Madhusoodanan, who is also a witness examined in the present complaint. In para 15 of the award, the learned Tribunal relied upon the evidence of Shri Mandar Mhatre, a supervisor at the Parel Godown of the first party company and Shri Mhatre had stated that Rs. 4,050 have been paid by way of monthly wages to the five workmen with over time wages whenever they had worked over to time. They had worked continuously without break. In para 16 as one reads, it appears that Tribunal has believed and came to the conclusion that loading and unloading work was going on since beginning. The permanent employees who had retired either or who had superannuated, the present workmen had started working in their place, but the company has denied the relationship with them as employer and that of them as its employees. In para 19 of the award, the learned Tribunal specifically observed after appreciating the evidence on record that the concerned workmen are entitled to the status of permanency with all consequential privileges and benefits and therefore, answered issue No.4 in the affirmative. It essentially deals with service conditions and facilities which are available to the permanent employees. The award is absolutely silent on the point of salary or wages, and therefore, it come to the operative part holding that the concerned workmen are liable to be treated as permanent workmen of the first party company since the date they have completed 240 days of continuous service in a given year and operative clause-3 further observes that the concerned workers are liable to be extended with all the facilities and service conditions, on par with the other permanent workmen of the first party company holding that they are entitled to the interest on the arrears of monetary benefits, admissible to them on account of permanency, at the rate of 6% per annum from the date of reference till actual payment.

6. This was an award dated 9th January 2008 which is under consideration in this complaint for non implementations of this award.

7. The question naturally arises then why the company has not followed or implemented the award ? The answer to this is simple. They have two fold stand before the Tribunal which now they have taken before this court that concerned workmen are casual or temporary workmen in fact they are mathadi workmen, and therefore are not entitled to benefits of any permanency, facilities and other benefits for that matter. Secondly, they are not the regular employees of the respondent and therefore there is no relationship as such of employer employees between them. Probably in this behalf they had not implemented the award and even had no intention to implement the award, and therefore, the concerned workmen were forced to send letters to them for implementation of the award, failure to which has resulted to this complaint for the facts stated in the complaint.

8. Proceeding on the premise that they have been conferred with the benefits of permanency and they have not been treated as permanent employees of the respondent. Clause_3 of the award has been interpreted by the concerned workmen that they are entitled for the wages or salary as was applicable to the Permanent employees of the respondent more essentially taking into consideration the settlements between the concerned union and the respondents which is arrived at in the years 1981 and 1983 and by taking clue out of these settlements one Shri J.K.Shinde has been called in aid by the complainants to plead their cause for getting more salary on the basis of Permanency and asking for fixing pay scale as was applicable to Shri J.K.Shinde on the basis of salary slip of year 2000. There is no denying the fact that unless this award is set aside, the complainants are entitled to the benefits of permanency. As far as, the facilities and service conditions are concerned, which are made applicable to the permanent employees, Learned Advocate Shri. S. P.Singh for the respondents submitted that these 5 workmen have joined the service of the respondent after 1984, and the agreements of 1981 and 1983 are applicable to only employees who are party to these settlements, and therefore the benefits of any facilities which are given to the permanent employees or other facilities and benefits which are given as per settlement cannot be given to the concerned employees in this complaint. He has relied upon the reported decision in support of his contention *2002 III CLR 3 in case of Josheph Leslie and company V. Engineering workers and Ors., decision of Hon'ble Bombay High Court. It has been specifically observed that*

“Complaint of unfair labour practice by respondent union alleging non-implementation of certain settlement and for not giving benefit of the same to employees of respondent No.2, Petitioners denied the claim as also relationship of employer and employees of respondent No.2 and P.Mistry and Co. Industrial Court held against the petitioner and hence this petition. It was held that Industrial Court has no jurisdiction to decide the question of employer-employee relationship between the petitioner and the alleged employees of respondent No.2 of M/s. P. Mistry and Co.”

It was argued before the Hon'ble Lordship that the petitioner averred that benefit was to be given only to workmen listed in settlement and none others. Their Lordship held that complaint was liable to be dismissed in as much benefits of settlements could not be applied to any worker other than those listed in settlement.

2003 II CLR 1021 in case of Suresh Manilal Shaha V. Kothari Industrial Corporation Ltd. and Ors. It was specifically observed by her Ladyship that.

“Agreeing with the conclusion of Industrial Court, it is held that settlement does not cover employees working in Kolhapur branch and as such there is no discrimination. It is further observed that employees in Kolhapur Branch may raise demand and seek reference under S.10(1) of I.D.Act. Assuming that the employees at Kolhapur Branch office were performing same nature of work, the service conditions applicable in Chennai could not be easily lifted and made applicable to the employees at Kolhapur Branch office. It was held that there can be no infringement of item 9 of Schedule IV of the MRTU and PULP Act, 1971.”

The decisions relied upon by Learned Advocate Shri S.P.Singh mentioned (supra) run on the same line that settlement of 1981 and 1983 were applicable to the employees which are listed therein and the concerned employees who had joined service much thereafter, cannot be covered by the said settlements. The question naturally, therefore, arises that when the Tribunal has held that concerned employees in this matter are entitled to be the benefits of permanency, facilities and other benefits, whether they can be excluded merely on the basis of submissions made by the Learned Advocate Shri S.P.Singh for the respondents. To me the answer to this would be in the negative, since this is a complaint for failure on the part of the respondent to implement the award. The Learned Advocate Shri. Nabar has relied upon the decision in *Kamani Tubes Ltd. V. Kamani Empl. Union and ors. 1987 (II) CLR page 263*, wherein it was observed thus by their Lordships of Hon'ble High Court that, "where there has been a failure to Implement an award, settlement or agreement whatever might be the motive, reason or cause of failure, there is an unfair labour practice." This judgment in my opinion is squarely applicable to facts and circumstances of the present case. There was no implementation of the award by the respondent for whatever reasons they have thought not to implement it, the fact remains that they have not implemented it, therefore this judgment will be applicable. While discussing Issue No.2 as regards to unfair labour practice, as complaint was filed with application for interim relief, my learned predecessor has specifically ordered granting interim relief by passing order below Exh.U-2 and Pursuant to that order of my learned predecessor i.e. Shri. K.W.Thakare, respondents prepared a chart or a table which is at Exh.C-9 collectively. It is in respect of present complainants. Shri. Dasharath Tanawade has been paid Rs.94,115, Shri.Dattaram Bhosle has been paid Rs.91,715, Shri. Pradeep Kathe has been paid Rs. 88,515, Shri. Balkrishnan Kotian has been paid Rs. 84,915, and Shri. Suresh Chubade has been paid Rs. 82,715, by not making payment as per the order below Exh.U-2 as per table Exh-C-9 collectively, can one say that this would amount to implementation of the award, is a vexed question to be answered. The table shows the date of joining from a particular date to a particular date in respect of concerned workman. It speaks about leave, bonus and then total and also Interest @ 6% per annum since July, 2004 as per the award. The calculations show that that they have been made since the date of appointment till June, 2009 in case of each one of the workmen. The question, therefore, also arises, whether this is towards full and final settlement or payment or towards implementation of the award. The answer is obviously no, because they are entitled to much more than what they have received as per the order below Exh.U-2. For that one does not have to go into details of the evidence of complainant or concerned employees before the court or that of Shri.Candambath Madhusoodanan, as one reads operative part of the award and para 13 onwards of the award, It is difficult to gather that Tribunal had ever intended to fix the pay scale of these concerned employees on par with the pay scales which was given to Shri. J.K.Shinde who had worked as helper. When asked Learned Advocate Shri.S.P.Singh said that the settlement of 1981 or 1983 are applicable to mazdoors and other employees, but there is nothing like loaders as mentioned in the said settlement. The natural question would arise that when the loading and unloading work was going on, who was doing that? Learned Advocate Shri S. P. Singh submitted that it were mazdoors who were doing this work, who were permanent employees of the respondent company. After 1994 since in spite of Dashrath Tanawade worked, loading and unloading was done by the concerned employees who are party to this complaint. Mazdoors were doing more than that and other work not only of loading and unloading, therefore, there can be no party as far as payment of wages is concerned between these mazdoors and concerned employees. The evidence of these 5 concerned employees, as one reads, it is difficult to gather from their evidence that the settlements of 1981 and 1983 speaks about fixing of pay scale or wages of loaders and unloaders. There is no such category of loaders or unloaders as prescribed in these settlements. Naturally one cannot extend the benefits of these settlements for fixing of any pay scale or wages to the concerned employees by equating them with any of the category of the employees mentioned in these settlements, which are at

Exhibit U-21 and U-22. As one reads settlement Exhibit U-21 which is of 1983 which is applicable to the category of workmen such as clerical staff, sub-ordinate staff namely peon and mazdoor with nothing about loaders and unloaders. It does not speak about wage fixation it gives much more than that. It speaks about payment of dearness allowance with effect from 1st January 1983, leave and paid holidays under the caption of privileged leave, sick leave covered by ESI, not covered by ESI, maternly leave, house rent allowance, leave travel allowance. It also speaks about medical reimbursement etc. The settlement includes benefits and facilities to the class of employees working in respondent organisation. Some of the facilities are based on the statutes and statutory facilities and benefits which are applicable to the workmen as and when they are made applicable to such concerned employees. The award passed and which is sought to be implemented by this complaint makes it clear in no uncertain terms that the concerned employees are to be treated as permanent employees from the date they complete 240 days continuous service. This envisages the statutory benefits and facilities to such permanent workmen, irrespective of the fact that whether they were in the agreement or not of 1981 or 1983. The decisions which are relied upon by Learned Advocate Shri S. P. Singh which are mentioned earlier, therefore has no full applicability to the facts and circumstances of the present case. Whether they had joined after 1983 or 1981 has no relevance, the relevance is to the award passed by learned Tribunal which forms the basis of this complaint. Therefore, the complainant being treated as permanent employees from the date they had completed 240 days of their service, they would be entitled to the statutory benefits and facilities and company cannot deny them saying that they had joined after 1983 and they are not covered by settlement. The chart supplied by the company at Exhibit C-9 does not speak about these statutory facilities which are incorporated in 1983 settlement i.e. facilities and benefits such as, ESI, medical reimbursement. If they do not reflect in the table or the chart supplied by the company certainly by obeying the order passed below Exhibit U-2, the company has only partially implemented the award and when complaint was filed they had failed to implement the award. With this backdrop and observations made, I come to the conclusion that on the date of filing of the complaint, the respondent company had not implemented the award. Therefore, I answer this issue in the 'Affirmative'.

9. *Issue No. 2.*—Consequently the decision relied upon by Learned Advocate Shri Nabar Comes into play i.e. *Kamani Tubes Ltd. V. Kamani Employees Union and Ors. 1987 (II) CLR page 263*, where it has been observed that whether there has been an failure to implement an award, settlement or agreement whatever might be the motive, reason or cause of failure, there is unfair labour practice. Since I have answered issue No. 1 in the affirmative and in favour of the complainants, I answer this issue in the affirmative that by not extending the benefits of permanency and other facilities and benefits of salary and wages, the company has engaged itself in unfair labour practice and even as on today has continued to engage in unfair labour practice. Therefore, required to be restrained from engaging in unfair labour practice by passing appropriate order and by granting declaration to that effect'.

10. At this juncture, while submitting during the course of arguments Shri Singh submitted that by the decisions which he has relied upon it becomes clear that this Court cannot fix the wages or salary or prescribed any pay scale to these concerned employees. It is only supposed to examine whether there is unfair labour practice for non-implementation of the award. Even the complainant employees have no grievance for not fixing their salary and had not raised any dispute under section 10(1) Industrial Disputes Act and they can take recourse to appropriate remedy as has been stated in the decision and particularly of Hon'ble Justice Mrs. Nishita Mhatre i.e. *2003 II CLR 1021 in case of Suresh Manilal Shaha V. Kothari Industrial Corporation Ltd. and Ors.* and of the Hon'ble Apex Court decision in *1988 II CLR page 229 in case of P. K. Sing and Ors. V. The Presiding Officer and Ors.* It was observed thus by the Hon'ble Apex Court that, "Merely doing the same kind of work which is done by 'B' Grade Fitter, a workman appointed as 'C' Grade

Fitter will not be entitled to claim wages of a 'B' Grade Fitter unless he is duly promoted after getting through trade tests. Such a workmen cannot complain that he is not being paid the salary and allowance due to a 'B' Grade Fitter, since he does not possess an extsing right to claim it. If on an adjudication made on the said question on a reference made under S. 10(1) of the Act, It is held that he should be deemed to be a member of the cadre of 'B' Grade Fitters, then only he would be able to claim the salaryand allowance payable to 'B' Grade Fitters".

Naturally with the applicability of these two decisions under similar circumstances in the present case, It is necessary therefore that concerned employees want their scale to be fixed in the class of helps or mazdoors on the basis of 1983 settlement,they would be required to raise dispute under section 10(1) of the Industrial Disputes Act. While allowing this complaint, no such order can be passed. It will be without jurisdiction. I am in agreement with the submissions made by Learned Advocate Shri S. P. Sing for the respondents. Since I have answered issue Nos. 1 and 2 in the affirmative and in favour of the complainant, but not for fixing of pay scale or wages or salary of the concerned employees, consequential relief can be granted by allowing the complaint as under. Hence, the follwoing order.

Order

1. Complaint is allowed as under :—

(A) It is hereby declared that for non implementation of the award dated 9th January 2008 in Reference (IT) No. 35 of 2004, the respondents have engaged in and continuing to engage in unfair labour practice under item 9 of Schedule IV of the MRTU and PULP Act, 1971.

(B) As a consequence of declaration under clause 'A', the respondents are directed to desist from commission of unfair labour practice as complained in the complaint.

(C) They are further directed to extend statutory benefits of permanency as are available to the concerned employees, they have been deemed to be permanent employees i.e. concerned employees on completion of 240 days of continuous service (the date differs in case of each of the workmen) and that the complainant employees are entitled to the arrears of all the dues arising out of giving such statutory benefits and facilities as per the award under implementation.

(D) For non implementation of the award till the date of filing of the complaint, the respondent shall pay cost of Rs. 1,500 to each of the concerned employees in the matter.

2. With this complaint stands disposed of.

Mumbai,
Dated the 1st December 2011.

A. R. Mahajan
Member,
Industrial Court, Maharashtra,
Mumbai.

I/c. Register
Industrial Court, Maharashtra,
Mumbai.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. एम. एस. बोधनकर, न्यायाधीश, कामगार न्यायालय, पुणे यांचा दिनांक २५ नोव्हेंबर २०११ रोजीचा अर्ज**रजा मंजूरी आदेश**

क्रमांक १०५/१२.—श्री. एम. एस. बोधनकर, न्यायाधीश, कामगार न्यायालय, पुणे यांना त्यांच्या दिनांक २५ नोव्हेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २८ डिसेंबर २०११ ते दिनांक ३१ डिसेंबर २०११ पर्यंत ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १ जानेवारी २०१२ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एम. एस. बोधनकर, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एम. एस. बोधनकर, हे न्यायाधीश, कामगार न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. आर. एम. मुळे, सदस्य, औद्योगिक न्यायालय, नाशिक यांचा दिनांक १२ डिसेंबर २०११ रोजीचा अर्ज**रजा मंजूरी आदेश**

क्रमांक १०६/१२.—श्री. आर. एम. मुळे, सदस्य, औद्योगिक न्यायालय, नाशिक यांना त्यांच्या दिनांक २१ सप्टेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १५ डिसेंबर २०११ ते १७ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १८ डिसेंबर २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. आर. एम. मुळे, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, नाशिक या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. आर. एम. मुळे, हे सदस्य, औद्योगिक न्यायालय, नाशिक या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. पी. डब्ल्यू. भूयार, सदस्य, औद्योगिक न्यायालय, कोल्हापूर यांचा दिनांक २० डिसेंबर २०११ रोजीचा अर्ज

रजा मंजूरी आदेश

क्रमांक १०७/१२.—श्री. पी. डब्ल्यू. भूयार, सदस्य, औद्योगिक न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक २० सप्टेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २१ डिसेंबर २०११ ते २३ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. पी. डब्ल्यू. भूयार, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. पी. डब्ल्यू. भूयार, सदस्य, औद्योगिक न्यायालय, कोल्हापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. एस. जे. काळे, सदस्य, औद्योगिक न्यायालय, सोलापूर यांचा दिनांक १९ डिसेंबर २०११ रोजीचा अर्ज

रजा मंजूरी आदेश

क्रमांक १०८/१२.—श्री. एस. जे. काळे, सदस्य, औद्योगिक न्यायालय, सोलापूर यांना त्यांच्या दिनांक १९ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २० डिसेंबर २०११ ते २२ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. जे. काळे, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, सोलापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. जे. काळे, हे सदस्य, औद्योगिक न्यायालय, सोलापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १३ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. एस. पी. पिंगळे, न्यायाधीश, कामगार न्यायालय, भंडारा यांचा दिनांक ११ नोव्हेंबर २०११ रोजीचा अर्ज**रजा मंजूरी आदेश**

क्रमांक ११३/१२.—श्री. एस. पी. पिंगळे, न्यायाधीश, कामगार न्यायालय, भंडारा यांना त्यांच्या दिनांक ११ नोव्हेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १४ नोव्हेंबर २०११ ते दिनांक २५ नोव्हेंबर २०११ एकुण १२ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १२ व १३ नोव्हेंबर २०११ आणि रजेच्या पुढे दिनांक २६ व २७ नोव्हेंबर २०११ च्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. पी. पिंगळे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, भंडारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. पी. पिंगळे, हे न्यायाधीश, कामगार न्यायालय, भंडारा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १८ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—श्री. व्ही. व्ही. विद्वांस, न्यायाधीश, १ ले कामगार न्यायालय, अहमदनगर यांचा दिनांक १४ डिसेंबर २०११ रोजीचा अर्ज**रजा मंजूरी आदेश**

क्रमांक ११४/१२.—श्री. व्ही. व्ही. विद्वांस, न्यायाधीश, १ ले कामगार न्यायालय, अहमदनगर यांना त्यांच्या दिनांक १४ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २६ डिसेंबर २०११ ते दिनांक ३० डिसेंबर २०११ पर्यंत एकुण ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २४ व २५ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. व्ही. व्ही. विद्वांस, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, अहमदनगर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. व्ही. विद्वांस, हे न्यायाधीश, १ ले कामगार न्यायालय, अहमदनगर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १८ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१

वाचा.—(१) श्री. के. बी. वाघ, न्यायाधीश, ६ वे कामगार न्यायालय, मुंबई व श्रमिक भरपाई आयुक्त, मुंबई यांचे पत्र क्र. ९०५, दिनांक ७ डिसेंबर २०११ रोजीचा अर्ज.

(२) या कार्यालयाचे आदेश क्र. १६५३, दिनांक २९ नोव्हेंबर २०११.

शुद्धीपत्रक

क्रमांक औन्यामुं/आस्था-१/१२२/२०१२.—या कार्यालयाचे आदेश क्र. १६५३, दिनांक २९ नोव्हेंबर २०११ मध्ये मंजूर करण्यात आलेल्या दिनांक ७ डिसेंबर २०११ ते २३ डिसेंबर २०११ रोजीच्या रजेपैकी दिनांक ७ डिसेंबर २०११ रोजीची अर्जित रजा ते प्रशासकीय कामाकरिता कार्यालयात हजर राहिल्याने रद्द करण्यात येत आहे. तथापि सदर दिवसाचा त्यांच्या न्यायालयाचा कार्यभार हा श्री. व्ही. पी. आव्हाड, न्यायाधीश यांच्याकडे ठेवण्यात आला आहे.

मुंबई,
दिनांक २० जानेवारी २०१२.

दि. बा. उन्हाळे,
प्रभारी प्रबंधक,
औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

INDUSTRIAL COURT, MAHARASHTRA, AT MUMBAI

BEFORE SHRI S.K. SHALGAONKAR, MEMBER,

COMPLAINT (ULP) No. 518 of 2000 .— (1) Mr. Milind M. Kolhatkar, (2) Mr. Padmakar B. Mahulkar, (3) Mr. Suresh D. Prajapati, (4) Mr. Sanjay B. Tanawade, (5) Mr. Jaydeep Jayapal, (6) Mr. Rakesh Lad, (7) Mr. Shrikant Pinjarkar, (8) Mr. Milind Mohite, (9) Mr. Sanjay Singh, (10) Ms. Shilpa Bagve, All C/o. Mr. Milind M. Kolhatkar, Candy House, 3rd Floor, Mere Weather Road, Mumbai 400 039,—*Complainants.*— *Versus*— (1) M/s. Dynavox Industries Ltd., 115, T.V. Industrial Estate, Worli, Mumbai 400 025, (2) Mr. W.T. Balaji, Managing Director, M/S. Dynavox Industries Ltd., 115 T.V. Industrial Estate, Worli, Mumbai 400 025, (3) The Official Liquidator, High Court Bombay, 3rd Floor, Bank of India Bldg., South End East, Hutatma Chowk, M.G. Road, Mumbai 400 023, —*Respondents.*

COMPLAINT (ULP) No. 519 of 2000 .— (1) Mr. Parshuram G. Ghanekar, (2) Mr. S. D. Bhagat, (3) Mr. Vijay P. Khapne, (4) Mr. Shankar L. Gaikwad, All C/o. Mr. Milind M. Kolhatkar, Candy House, 3rd Floor, Mere Weather Road, Mumbai 400 039,—*Complainants.*— *Versus*— (1) M/s. Dynavox Industries Ltd. 115, T. V. Industrial Estate, Worli, Mumbai 400 025, (2) Mr. W.T. Balaji, Managing Director, M/S. Dynavox Industries Ltd., 115 T.V. Industrial Estate, Worli, Mumbai 400 025, (3) The Official Liquidator, High Court Bombay, 5th Floor, Bank of India Bldg., South End East, Hutatma Chowk. M.G. Road, Mumbai 400 023, —*Respondents. In the matter of complaint of unfair labour practice under Items 9 and 10 of Schedule IV of the Act, 1971.*

CORAM.— Shri S.K.Shalgaonkar, Member.

Appearances.— None present for the complainants.

Smt. G.V. Raut, Advocate for the Respondents No. 2

Common Judgment

(Dictated and delivered in open Court on 1st and 3rd October 2011)

1. As it appears apparently in both these Complaint (ULP) No. 518/2000 and 519/2000 though filed by the each-individual-separate complainant so named below Exh. U-1 as against the common respondents in both the Complaint ULP matters concerned. So also, as the Ltd. Predecessor of this Court below Exh. O-6 on 4th April 2009 has also framed the common issues. For maintaining the brevity and preciseness of the findings of this court; it would be just and proper for this court in the given circumstances as narrated above ; so also the identical facts and circumstances coupled with common point of law so involved therein ; all need to decide the same finally on merits through the common-final-judgment accordingly. It would also for avoiding overlapping of the findings of this Court to that effect in both these matters. Hence, the common-judgment as under.

2. In the Complaint (ULP) No. 518/2000; the group of 10 complainants has filed this Complaint (ULP) as against the Respondent No. 1 and 2 initially and by way of an amendment the party to the litigation *i.e.* Respondents No. 3 got added as per the order dated 4th March 2007 on 14th September 2006 *i.e.* the office of the Official Liquidator, High Court of Bombay, Mumbai 400 023. In both respective Complaint (ULP) matters. Similarly, in the Complaint (ULP) No. 519/2000; a group of 4 industrial employees have filed their common complaint below Exh. U-1 as against the common respondents under Section 28 in both these matters for unfair labour practice as per Items 9 and 10 of Schedule IV of the Act, 1971. Identically enough ; both these matters got filed by these complainants; more particularly a group of complainants on one and the same date *i.e.* 13th June 2000.

3. As the contentions and pleadings in the main complaint below Exh. U-1 in both these Complaint (ULP) No. 518 and 519/2000 are to major extent similar and identical alongwith the prayer lastly they made in each of the matter are also identical one. Hence, they are clubbed together and are being decided together by taking down in brief in common as under :—

That, in both these matters ; the Respondent No. 1 Company got duly registered under the Companies Act, 1956; the Respondent No. 2 being the Managing Director of the Respondents No. 1 company having direct and ultimate control over the employees working with the Respondent No. 1. The Respondent No. 1 company has been engaged in the business of trading *i.e.* marketing and sales of automation tools manufactured by various multinational companies on different brand names like “Canon, Hyundai etc.” right from the year 1982 onward. And the address so mentioned in the caption below Exh. U-1 thereon.

4. Annexure ‘A’ with regard to the Complaint (ULP) No. 518/2000 appended with this main complaint below Exh. U-1 is the list of 1 to 7 employees, who were working with the Respondent No. 1 company as its Qualified Service Engineers with the required qualification in electronics . Similarly, the complainants at Sr. No. 8 and 9 were working as a Peon and lastly the Complainant No. 10 who was working as a typist in the Respondent No. 1 company respectively.

5. With regard to the Complaint (ULP) No. 519/2000 Annexure ‘A’ appended to the main complaint below Exh. U-1 the Complainant No.1 to 4 who were in the employment with the Respondent No. 1 Company as ‘Peons’ forming part of the list thereof respectively. All of them who have been working in context of Complaint (ULP) No. 518/2000 at its service Centre, Kalyandas Udyog Bhavan, Mumbai 400 025 and whereas in the Complaint (ULP) No. 519/2000 all these complainants have been working with the Respondent No. 1 Company Premises, T.V. Industrial Estate at Worli, Mumbai Including the head-office of the respondents.

6. According to both these complainants in the respective Complaint (ULP) matters ; they became the members of the trade union by name Kamgar Utkarsha Sabha right from February, 1999 onward. Since the said union did not help to either of the complainants in espousing their cause till the complainants services were terminated by the management concerned; by way of closure of the said service center w.e.f. 28th February 2000 as contended in the main complaint below Exh. U-1 *i.e.* Complaint (ULP) No. 518/2000.

7. With regard to the Complaint (ULP) No. 519/2000 ; it is their contention that, for last 5-6 years; the respondents were not paying them their earned wages regularly ; as a result the complainants were forced to join the union in order to get justice.

8. As these complainants in this respect in these Complaint ULP matters according to them were not being paid minimum wages applicable to the establishment covered under the Bombay Shops and Establishment Act, though Respondent No. 1 got covered under the said Act as well as the Minimum Wages Act ; but the respondents were not paid even minimum wages to these complainants as revised from time to time. Similarly, the respondents have not implemented various benefits so applicable under different Labour Laws like leave, bonus and ESIC as well as PF in their favour.

9. With regard to the Complaint (ULP) No. 518/2000 ; these complainants were also not getting various benefits under different Labour laws; seeking in respect of payment of their commission as the said practice was prevalent with the Respondent No. 1 company to pay commission on quarterly basis. On that count ; according to these complainants in these respective Complaint (ULP) matters ; the respondents have failed and neglected to pay their commission amounting to Rs. 2 Lacs as per the details *vide* Annexure ‘B’ appended to this complaint.

10. In the Complaint (ULP) No. 519/2000; it is further contention of these complainants that, the respondents have not paid these complainants with their earned wages for the month of November, 1999 onwards though tried through their union through a letter addressed to these respondents on 25th April 2000 (Annexure ‘B’)

11. However, according to these complainants ; the respondents ultimately paid their earned wages for the month of November, 1999 to the complainants in the month of April, 2000.
12. In both these matters ; it is the contention of these complainants that, by issuance of notice with regards to the closing of the said unit right from 28th February 2000 ; the services of these complainants concerned in both these complaints have been terminated w.e.f. 28th February 2000; but without paying them their legal dues including other dues under different Labour Laws. It is in addition to the deduction so made from their wages for last two years have also not been paid/ remitted to the concerned Government Authorities. To that effect; Annexure 'C' collectively are the various termination orders with regard to the Complainant No. 1 to 10 in the Complaint (ULP) No. 518/2000 appended therewith.
13. Though as per the direction so given to these complainants through the notice of closure with regard to the Complaint (ULP) No. 518/2000 ; these complainants have approached the management of the Respondent No. 1 Company seeking payment of their legal dues on account of their said closure and termination of their services after 31st March 2000 ; but according to these complainants, they were not paid with their legal dues ; irrespective of their approach and meeting with the General Manager Shri J.K. Mishra by handing over the tour-kits which was in the possession of the management. Then, made a letter correspondence with a request to pay their legal dues *vide* letter dated 15th April 2000 addressed to the General Manager of the Respondent No. 1 Company (Annexure 'D' collectively to Exh. U-1 in the Complaint (ULP) No. 518/2000.
14. Then in the same complaint; the respondents *vide* its letter dated 6th May 2000 addresses to these complainants have mentioned therein that, the legal dues as per the closure notice in full and final payments had been kept ready in their lawyer's office and Mr. Anilkumar, Advocate had been holding the same for last one week. They were also informed *vide* the same letter these respondents did not collect the said dues by the said advocate before month 8th May 2000 between 4 to 5 p.m., the said would be deposited in the concerned Labour Court from where they could collect the same. On the other hand; according to these complainants in the Complaint (ULP) No. 518/2000 the said letter dated 6th May 2000 was received by these complainants on 8th May 2000 ; before receiving the said letter by the complainants; the respondents did not inform them about the same. And it was not for them to approach the concerned advocates for the respondents and collect their legal dues. Hence, according to these complainants; it was an ulterior motive and by way of an afterthought ; the dues were kept with the concerned-advocate, for the last one week.
15. However, on 9th May 2000 these complainants concerned have approached the respondent's Ld. Advocate Shri Anilkumar ; at his Fort Office as per the letter dated 6th May 2000 ; but found that, the statement made showing the legal dues did not include other legal dues; such as notice pay for a month, bonus, LTA, encasement of balance leave and commission payable to them. But they were informed by the concerned advocate of the respondents about his unawareness. The complainants *vide* Annexure 'E' is the copy of the said statement given to them on 9th May 2000 by the respondents Ld. Advocate on record and Anneuxe 'F' collectively are the copies of the latter dated 6th May 2000 in the Complaint (ULP) No. 518/2000.
16. According to these complainants; with regard to Complaint (ULP) No. 518/2000 ; the complainants at Sr. No. 5,8,9 and 10 were paid less than the minimum wages ; though they are entitled to arrears of minimum wages so applicable retrospectively.
17. According to these complainants; as far as Complaint (ULP) No. 518/2000 ; the total dues sought to be paid by these respondents in favor of these complainants were only Rs. 1,96,883.79 ; with regard to all these complainants. But according to these complainants ; it works out to Rs. 7 Lacs approximately and that has been conveyed through the statement so calculated by these complainants in respect of their legal dues (Annexure G). When enquired into these complainants with the Office of the Labour Court, Mumbai concerned; they understood that, the respondents have not deposited the said dues with the Office of the Court.

18. Annexure 'H' collectively are the copies of the MOU dated 4th August 1997 from Administrative Manager Shri S.K. Pathare to the Accounts Department showing therein the amount payable to the complainants for the period of 1st January 1995 to the year 1997 *vide* the MOU dated 27th February 1999 and copy thereon from the Office of the Service Engineer to the Sr. General Manager Shri Shrikant Kulkarni and other authorities concerned of the respondent-company; claiming thereby a commission in favor of these complainants for the period of April, 1997 to August, 1999 totaling to Rs. 1,17,390. Though the said MOU was received by Shri J.K. Mishra of the respondents.

19. According to these complainants ; in the Complaint (ULP) No. 518/2000 one of the complainants by name Sarvashri R.P. Lad and R.B. Mahurkar were issued with letters dated 7th October 1997 ; whereby the respondents have offered an increment in their salary of Rs. 500 per month as well as fixed amount of Rs. 500 per month, towards conveyance allowance and similar amount towards Mr. Lad as mentioned therein. And in respect of conveyance allowance with regard to Shri P.B. Mahulkar (Annexure 'I' collectively are the copies of the letters dated 7th October 1997 so issued to these complaints; in respect of increment and conveyance allowance respectively).

20. With regard to Complainant No. 8 and 2 respectively requested the management of the respondents *vide* letter dated 13th August 1999 ; to pay the arrears of increments and conveyance allowance ; but they have not received the arrears till the date (Annexure 'J' collectively are the copies of the same).

21. With regard to the Complaint (ULP) No. 518/2000; though these all complainants were covered under the provisions of the EPF and Miscellaneous Provisions Act, 1952 ; as well as the ESI Act, 1948 and though from their wages the contributions were deducted; according to these complainants ; it is learned that, the respondents did not remit the same ; alongwith the employers contribution to the concerned Government Authorities ; thereby the respondents have misappropriated and missed the said funds. Though they have claimed the PF and other legal dues/ amount from the respondents ; the details thereof regarding employer's so filled in by the respondents. The respondents failed and neglected to get PF claim settled ; as they were the defaulters in not remitting the said contributions to the PF-Authorities (Annexure 'K' collectively are the copies of the said letter dated 14th June 1999 and 29th June 1999 address to the complainants to the PF Commissioner ; on that count.

22. In addition to ; it is the apprehension of the complainants with regard to Complaint (ULP) No. 518/2000 ; that their other-unit place of work of the respondents may dispose off their premises and other both movable and immoveable properties to others ; in order to avoid payment of legal dues to these complainants.

23. Therefore, in both these Complaint (UPL) No. 518/2000; as well as 519/2000; the respective prayer towards relief they have claimed as against the respondents namely; to hold and declare that, these respondents have committed an unfair labour practices as per Item 9 and 10 of Schedule IV of the Act, 1971 and continued to dos w.e.f. 28th February 2000 and continued thereafter everyday. These respondents be further directed to pay these complainants with their legal dues as per Annexure 'G' 'I' and 'J' as well as the arrears of minimum wages payable to the Complainant No. 5, 8, 9 and 10; with 24% interest thereon; too. So also ; pending the hearing and final disposal; they be further directed to deposit the dues with the office of this Court.

24. With regard to the Complaint (ULP) No. 519/2000 ; In addition to; the respondents be directed to pay these complainants their earned wages right from December, 1999 onwards ; alongwith 24% interest per annum , so also; to pay their arrears of minimum wages and other legal dues ; plus, they be further directed ; to deposit the earned wages from December, 1999 onwards; plus arrears with the office of this Court; too.

25. Below Exh. U-4 in both these matters ; the enlisted documents thought its xerox-form got produced by these complainants on record.

26. In both these matters ; it seems from the record that, the Ld. Predecessor of this Court below Exh. U-2 on 16th June 2000 has restrained these respondents ; from disposing of its properties and machineries. In addition to ; which the list below Exh. U-7 in the Complaint (ULP) No. 519/2000 ; the complainants have brought on record xerox copies of the documents; including the xerox copy of our Hon'ble High Court order so passed in the Contempt Petition No. 429/2000 ; in respect of the very disobedience order dated 7th August 2000 passed by the Industrial Court, in Complaint (ULP) No. 519/2000 dated 11th December 2000 to that effect alongwith other documents.

27. In the Complaint (ULP) No. 518/2000; below Exh. C-7 the Respondents No. 1 and 2 on their behalf have filed an 'affidavit in reply' on their behalf with regard ; to the IR application on record dated 2nd December 2000; but it seems that, as per the very order do passed below Exh.U-1 dated 7th February 2009 ; it has been treated and adopted as it 'written statement' ; respectively.

28. However, in Complaint (ULP) No. 519/2000 below Exh. C-6 an 'affidavit-in-reply' with regard to the IR application so filed on record by the Respondent No. 1 and 2 got adopted; but as per the order so passed on 7th February 2009 below Exh. U-1 this 'affidavit-in-reply' of these respondents has been treated and adopted as 'written statement' on behalf of these respondents filed on record ; through its Company Secretary by name; Shri Srivastan and the contentions so pleaded therein on behalf of these respondents; that could be taken down in short as under respectively :—

In the Complaint (ULP) No. 518/2000 below Exh. C-7 is the adopted 'Written Statement' of its earlier 'affidavit-in-reply' of the Respondent No. 1 has filed it on record on 18th December 2000.

29. That, according to these respondents; the present complaint is totally misconceived, bad in law and liable to be dismissed in limine. As these complaints have not brought out even remotely showing any unfair labour practice committed by these respondents; nor there has been any cause of action for them in filing this Complaint (ULP) matter against these respondents.

30. According to these respondents; these complainants are ex-employees of the Respondent No. 1 Company; whose service were terminated in view of its service department; where they have been working with. These complainants were offered with their legal dues by the respondents ; but the same were refused by these complainants and resorted to illegal strike and hence, it is denied that, these respondents have indulged into an unfair labour practices as alleged by these complainants as against it. However, it is admitted that, the Respondent No. 1 company has been engaged in the business of marketing, sale and service of the office automation tools manufactured by various multinational companies of different brand names like Canon, Hyundai etc. These activities since the year 1982 were being carried out; but by introducing initially the business of marketing consumer electrical products ; which was subsequently discontinued. And thereafter, they have started marketing of office automation products like Canon brand etc. and which continued nearly 14 years ; for carrying out these activities, they have open a separate department/division, also provided after sales service to its customers; for which the respondent No. 1 had open an independent Service Centre at Unit No. 226. Kalyandas Udyog Bhavan, Near Century Bazar, Mumbai whereby employing service staff for doing the same, who were given extensive training before becoming them qualified service engineers to do the said job.

31. However, as there was changed in foreign investment policy; multinational company like Canon were permitted to set up their own 100% local companies in India ; that is the reason why the Respondent No. 1 company has been losing business and facing competition from its own principles operating in India. Thereby storage and retrieval of information was easily available on the computer itself ; hence, the respondent No. 1 could not raise sufficient funds ; but has been facing serious financial crises and its service centre which was holding the necessary license/permit at Worli was hypothecated to MSFC, which resulted into the MSFC premises on the count of default of repayment schedule. Hence, the Respondents No. 1 had to hit their service centre operations to unit No. 226 from Unit No. 107.

32. Thereby, according to these respondents; they were required to made several borrowings from the financier for paying the salary expenses of employees; these complainants knowing very well its difficulties instead of co-operating the company; these complainants have started misbehaving the customers, damaging their equipments etc. and several complaints were received by the management and several legal copies were also issued by the customers asking for compensation.

33. Hence, income of the service-division became nil; by the end of 1999. Ultimately, it was decided by the company due to the aforesaid reason; to close down its customers-service-centre. A notice to that effect was issued on 28th February 2000 informing the complainants by the first respondents-company. Also informing through that notice; that prior to the said notice for more than 3 months ; these complaints were not attending the complainant service call the customer's complaint services calls and even not attending to any work at the said center. And other allegations of their misconduct so mentioned therein and they were lastly informed that with effect from the day, the said centre would be closed.

34. Accordingly, all the employees were asked to collect their legal dues by 31st March 2000 and after satisfying certain conditions mentioned in the said-letter. Similarly, after receipt of the said notice ; none of the employees contacted the management ; but sought to challenge it by resorting to threats and physical pressures. Even by one union : 'Kamgar Utkarsha Sabha' has issued notice to the company alleging that, it was illegal closure. Alongwith the letter dated 17th January 2000 issued to the P.F. Commissioner, making false allegations against the Respondent No. 1 and 2 about the alleged nonpayment of PF issues of the complainants ; of course, that was not taken cognizance by the said Commissioner; but after receipt of the said closure notice ; the said union started violent demonstration by sending these the complainants and the agent of the said union to the other premises of the company and other divisions were threatened on that count; the second respondent was also abused ; threats of physical assaults were made, for which the complainant was forced to approach the police.

35. After the police complaint ; these complainants alongwith the union representative in collusion with the said union continued with the violent act. On that count; a complaint was to be filed before the Industrial Court under the Act, 1971 ; wherein these complainants and the concerned union were restrained the union and the said complaint is still pending before the Industrial Court.

36. However, through fails allegations, these complainants have approached this Court.

37. According to the respondents ; these complainants thereafter accompanied by affiant reply visited the office of the advocate of the company; wherein the applicants have refused to accept the said bankers pay order. They wanted more than what was prepared as a settlement towards their legal dues. And that was the reason why; he was required to take said pay order back ; but till the date ; the complainant never approached ; nor the Company-Secretary to collect the same. And these complainants have not approached the company ; nor Shri Srivastan to collect the same. The present complainants have approached this Court ; without revealing these true facts. The complainants have also not made the aforesaid 'Kamgar Utkarsha Sabha' ; as a party ; as they did not make them; for reasons best known to them.

38. According to these respondents; the payments in the form of pay order due to these complainants were lying with the respondents and they could collect it on any day after satisfying the conditions mentioned in the original order of closure. Hence, on the above said counts ; the very claim so made by the complainants are false and denied by the respondents for the same.

39. Other contentions, averments and allegations so made by the complainants therein as against these respondents are denied to the true.

40. According to these respondents; the Complainants No. 1 to 7 in the Complaint (ULP) No. 518/2000 are not the 'employees' within the meaning of the definition-clause thereof under the Act, 1971. Hence, their complaint is not maintainable and this Court is no jurisdiction to decide the same.

41. According to the respondents further ; the letter was issued by the respondents asking these complainants for collecting their legal dues ; they may approach the company directly. They were also offered to collect their legal-dues from the Labour Court Office. And that is reflected in the demand-draft of the complainant are dated 2nd May 2000. That is the same was prepared much more before the so-called date *i.e.* 6th July 2000. However, it is admitted that, these complainants did not agree to the basis of the amount so mentioned in the draft/pay order and saying that it was not as per their demand; left the premises. And the concerned advocate for the respondent did not speak to these complainants at all; on that count. However, it is admitted that, the complainants were accompanied by the Company-Secretary; as they wanted to settled their dues in front of their advocate, therefore, the same could not be settled.

42. With regard to the Complaint (ULP) No. 519/2000; it is the case of these respondents, in addition to that, there could be slight delay in making the payment in the month of August and September 1999 ; but it is denied that, there was no payment. Similarly, as these complainants did not work from the month of November, 1999 at all.

43. In both these complaints ; through the respective 'written statement' ; it is lastly prayed that, both these complaints be dismissed, with costs. C.T.O. Further judgment stands deferred till Monday *i.e.* on 3rd October 2011. Resumed today *i.e.* on 3rd October 2011 in the second-session.

44. Below Exh. U-4 the list in Complaint (ULP) No. 518/2000 so also below Exh. U-24 ; the documents got filed in the xerox-form as enumerated therein ; and respectively below Exh. C-21 on behalf of both the parties to the litigation in both the matters ; respectively. In addition to; in Complaint (ULP) No. 519/00 below Exh. C-18 the documents got filed on record on behalf of the respondents. And lastly ; the similar type of documents in both the matters below Exh. U-17 in the Complaint (ULP) No. 519/2000 got filed on record ; on behalf of the complainants; as mentioned therein.

45. It seems from the record that, the Ld. Predecessor of this Court below Exh. O-6 in both the matters on 4th April 2009 has framed the issues ; which appears to be common one and they are being decided through the common-findings, of course, supported with the reasons thereof ; through the common-judgment as under :—

<i>Common Issues</i>	<i>Common Findings</i>
1. Do complainants prove that, the complaint is maintainable against the Respondent No. 37.	Yes
2. Do complainants prove that, the respondents have engaged in unfair labour practices under Items 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 ?	Yes
3. Do complainants prove that, they are entitled for the relief prayed for ?	} As per the final order.
4. What order ?	

Reasons

46. On 22nd September 2011 the Ld. Advocate Mrs. Geeta Raut for the Respondent No. 2 only ; has advanced her oral submission across the bar ; in both the matters simultaneously ; as she being on behalf of the Respondent No. 2 only, in both the matters.

47. On the other hand; the complainant when called for remained absent in both the matters on 22nd September 2011. But filed his 'Written synopsis of arguments' on behalf of both these complaint-matters and the enlisted employees therein below Exh. U-30 on 29th September 2011 and the citations/case-laws, on which the Ld. Advocate for the Respondents No. 2 has relied upon in both the matter ; through the compilation below Exh. C-27, on the very day itself ; respectively.

48. *Issue No. 1 .-* It is on part of the complainants in both the matters; they have pleaded the case in respect of illegal-termination of their services on account of closure of their respective-establishment *i.e.* the Respondents No. 1; of course, without complying with due process of law. Hence, they have alleged Items 9 and 10 of Schedule IV of the Act, 1971 as the unfair labour practices on part of the Respondent No. 1 and 2 and later on ; by way of amendment as the Respondent No. 3 as the Official Liquidator; as per Item 9 and 10 of Schedule IV of the Act 1971.

49. No doubt; through their 'affidavit-in-rely' and later on adopted as a 'written statement'; the stand taken by the respondents that, these complainants in main complaints below Exh. U-1 are not maintainable on the ground that, they are the ex-employees, who have neither accepted the legal dues so offered to them at the time of closure of its establishment. And second limb of their defence, is that, they went on strike as a counter-attack from the side of these complainants, against these respondents. Hence, they are not entitled to any relief; as both the complaints filed under the provisions of the Act, 1971 are not maintainable.

50. However, the Item 9 of Schedule IV of the Act, 1971 ; gives cause of action to the employees concerned. No sooner, when there has been breach of violation of the statutory provisions of law herein both the matters against the common-respondents ; as they have not been paid for their legal dues; including the earned wages ; though paid delayed one and the commission in respect of those employees working at its service centre ; respectively. It is both on facts and in law; a recurring cause of action and they are the concerned employees; who have alleged unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, 1971 at the hands of these respondents. Hence, though the Respondents No. 1 Company; initially tried through its Company-Secretary filed its 'affidavit-in-reply' with regard to the IR application; but later on ; got adopted as the 'written-statement' of the Respondent No. 1 company; through the endorsement. And order to that effect ; so passed earlier. Hence, both on facts and in the eyes of law; the very complaint filed below Exh. U-1 in both the matters as against the common respondents ; are maintainable as per the provisions of the Act, 1971. Thus, in the words and for the reasons so narrated and assigned to it respectively; the Issue No. 1 is required to be answered in the 'Affirmative' to that effect.

51. *Issue No. 2.*—With regard to the Issue No. 2; which is also common in both the matters; for proving the same as against these of respondents; the initial but a 'heavy burden of proof' lies on the shoulder of these complainants ; as against the common-respondents ; both by way of pleading and proving the same simultaneously ; of course, through the cogent evidence before the Court.

52. In furtherance thereof ; it seems in the Complaint (ULP) 518/2000 one Mr. M.M. Kolhatkar, one of the complainants in this matter has filed his affidavited-testimony below Exh. U-23 dated 29th January 2011 ; thereby it seems that, alongwith 9 other complainants and for him also ; he has filed his affidavited-testimony ; thereby reiterating the whole of the contentions; these 10 employees/complainants have pleaded below Exh.U-1 and nothing more.

53. It is further seem that, *vide* Para 9; the main allegation is with regard to non-payment of commission-amount for Rs. 1,93,570 w.e.f. 1st April 1995 onwards till the alleged termination of their services on account of closure dated 28th February 2000; as against these respondents. *Vide* para 17 further they have lastly prayed therein that, total amount of Rs. 7 Lacs ; plus interest at the rate of 24% p.a., the claim as against the respondents. By way of admission with relation to the Respondents No. 2 only; since the Respondents No. 1 has remained absent till the date on

record ; except its affidavit on record on behalf of the Respondent No. 1 (later on got adopted as its 'written-statement') ; nothing has been come from the mouth of the Respondent No. 1 company, which is the legal-entity. However, the complainant by name M.M. Kolhatkar in his cross examination below Exh. U-23 has volunteered that, the cheques to that effect were used to be signed by the Respondent No. 2 Shri W.T. Balaji.

54. On the other hand; the Respondent No. 2 Mr. W.T. Balaji below Exh. C-25 in his affidavit-testimony in lieu of examination in chief dated 22nd July 2011; in absence of the 'written-statement' on his behalf on record as the Respondent No. 2 ; he has directly put this affidavit testimony on record. However, he got duly cross-examined on behalf of these complainants below Exh. C-25. In his cross *vide* Para 9 ; he fairly admitted on oath before the Court that, he was the Managing Director of the Respondent No.1 Company; right from the year 1983 till 1998-99. But also averred that, thereafter nobody was the Managing Director of the Respondent No. 1 Company. But in the same breathing; he has taken a somersault by admitting in his cross below Exh. C-25 itself that, there was no document to support his case that, he was no more Managing Director with the Respondent No. 3; after the year 1999.

55. It is his admission in his cross *vide* Para 10 that, the cheques were authorized to sign by the Directors/Company Secretary, Finance Manager, General Managers ; who were also authorized to sign the cheque of small value.

56. The material admission comes from his mouth *vide* para 11 on page 8 below Exh. C-25 on oath before the Court that, one Mr. Srivastan was working under his supervision at the material time and they were interacting to each other in respect of the Respondent No. 1 company's business. It is interesting to note, at this juncture that, when the side star witness (only one witness *i.e.* the Respondent No. 2 himself) was confronted with the documents below Exh. C-7 (the affidavit-in-reply filled by Mr. Srivatsan); he has denied to have been signed by him on his behalf also ; but with a 'rider' that, all the staff-members-concerned ; alongwith the 'Board of Directors' ; which were dissolved ; no sooner as per the order of the Hon'ble Bombay High Court; that company was allowed to be liquidated.

57. Below Ex. C-25 *vide* Para 13 the admitted nothing ; but 'half-truth' that in one breathing; he has admitted on oath before the Court that, there was Company-Petition No. 38/2000 ; in which he did not appear ; nor his Ld. Advocate on record for him appeared; but he has shown his ignorance of the fact, that the said company-petition was dismissed, by the Hon'ble Bombay High Court.

58. The material admission comes from the mouth of the Respondents No. 2 in person *i.e.* the only one star-witness on behalf of these respondents *vide* his cross examination Para No. 15 on page 10, the Court quotes him as under :—

“ It is true that, at the time of filing of these two ULP complaints against the company; the company board was not resolved. It is true to say that, the companies' registration number has not been cancelled with the Office of Registrar of Companies ; but the order of the High Court only. It is true that on 28th February 2000 my company service center was closed. I think so that resolution was passed ; but I cannot recall know as it is an old event. I have not produced on record any resolution of the Board of Directors to close the service center since it is the old record. It is true to say that, I was party of the Board of Director at the time of talking that decision. The Board of Director must have passed such solution of paying legal dues to its employees. Now I am shown and referred to Exh. U-27. It is not signed by me nor I can identify the signature below the same. But it is the authorized signatory for the company as signed these letters. It is true to say that, I approved those financial dues/aspects for the company as a Managing Director thereof”.

59. Now with regard to both Complaint (ULP) No. 518/2000 as well as 519/2000 ; the Respondent No. 2 ; as the only one star witness for these respondents ; has given material admissions, which are required to be taken down (the relevant-portion-thereof) *vide* Para 16 on page 10 and 11 below Exh. C-25 respectively are reproduced ; so as to enable this Court to appreciate, scrutinize and assess it ; alongwith the documentary evidence forming a part of the material on record ; with regard to the Issue No. 2 as under :—

“ I know all these 4 complainants they were working at head-office of our company at the material time. I know them. Now I am shown and referred to Annexure ‘A’ to Exh. U-15 in the Complaint (ULP) No. 519/2000. It is true to say that, the order of suspension of 4 employees so named therein got suspended by the respondent company. I can’t identify the signatory. Who signed this document. By name Shri Premkumar the then Vice-President, Mr. Mishra General Manager in Western Region and General Managers in other region ; Northern Region are Mr. Balla and Eastern Region Mr. Sungupta, Southernth Region Mr. Ravi Prasad they have been authorized to sign as authorized person of the and for on behalf of the Respondent No. 1 company. I don’t know ; nor I can identify the signatory. I do not recall there was old resolution to that effect as it is 12 years back event, hence, I do not recall, I think that power of authority has been given to such authorized signatories or and on behalf of the Respondent No. 1 company in writing. The witness volunteer’s the High Court order dated 16th June 2000 has ended the responsibilities of all the executives and directors and passed it on to the Liquidator to the registrar of company who has also endorsed the some on the same order. It is true to say that, I have been convicted in the capacity as MD by the respective Labour Court, Mumbai in respect of not following the order passed by the Industrial Court to that effect, the witness volunteers, the appeal is pending”.

60. It is also material thing that, one Mr. P.G. Ghanekar below Exh. U-16 in the Complaint (ULP) No. 519/2000 has filed his affidavited testimony for himself and for his other complainant-employees so named below Exh. U-1 also dated 10th December 2010 ; thereby reiterating the whole of the contentions that, neither they were suspended; nor a suspension allowance was paid to them. Similarly, their services were neither terminated, nor they were paid with closure-compensation, as per the provisions of law.

61. In this cross examination; he has fairly admitted that, at the relevant time; he was working at 115, T.V. Industrial Estate, Worli, Mumbai 400 025 ; though there were 4 units of the Respondent No. 1 Company ; one unit was service centre. But having admitted in the same breathing *vide* Para 21 in is cross below Exh. U-16 on oath before, the Court that, he did not file any single-piece of document, showing that, Mr. Balaji (Respondent No. 2) used to have been paid their wages ; per months ; at the relevant time. *Vide* para 22 in his cross that, though all were member of the ESI; as well as PF scheme upto the year 1999 only. But except one Mr. Shankar Gaikwad ; who was getting less than the minimum wages at the relevant time ; others were getting wages as per law. To that effect; he has admitted that, said Mr. Shankar Gaikwad did not lodge any protest/complaint; on that count.

62. Though, it seems that, there was an ‘affidavitted testimony’ below Exh. C-21 of the Respondent No. 2 Shri Balaji dated 22nd July 2011 ; but he duly got cross-examined by these complainants in common, more particularly as per the cross-examination so taken below Exh. C-25 in the Complaint (ULP) No. 518/2000 on behalf of these complainants ; in both the matters-in-common.

63. The Court has taken into account and gone through the ‘written submission’ under the heading of synopsis of argument filed on record on behalf of both the complainants in both the matters ; through Exh. U-30 and also heard the Ld. Advocate for the Respondent No. 2 Smt. Geeta Raut, who has taken shelter of the case-law, through the compilation below Exh. C-27. It is the judgment of our Hon’ble High Court, in the matter between *Krishna Ganpat Kasar V/s. India United Mills No. 2 and Anr. reported 2004-II-CLR-430* and the law laid down therein as per head-note (II) ; which is in respect of section 28 and bar of limitation under the Act, 1971; so provided therein as under :—

“Maharashtra recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971- S. 28 - Limitation of 30 days to file complaint - By notice dated 26th November 1989, petitioner was informed that he shall retire on 9th June 1990 on attaining 60 years of age and was retired accordingly. Thereafter he filed complaint of unfair labour practice alleging that he was wrongly retired. Question is about limitation. It is held that cause of action arose on date of notice dated 26th November 1989 and complaint having been filed more than 90 days thereafter is barred by limitation.”

64. The Court has also gone through the documents filed below Exh. U-24 in the Complaint (ULP) No. 518/2000 therein. Below Exh. U-26 ; alongwith the closing of evidence-purses the complainants have filed it on record. Then the documents the respondents in both the matters with the list below Exh. C-21 filed it on record, which do reveal that, the company has gone into liquidation. The official liquidator has been appointed and now in respect of and as against the Respondent No. 1 ; their liabilities/dues ; including the dues arising out of these two Complaint ULP-matters have been ceased with the DRT *i.e.* Debt Recovery Tribunal, at Mumbai ; in the original Application No. 100/2000; the recovery certificate have been issued under section 22 and 90 of the Act, 1993. Then, it seems ; attachment-warrant has been issued in the Recovery Proceedings No. 391/2004 dated 19th September 2008. Similarly, there has been public notice ; showing the dues and monetary-liabilities towards the Income-Tax-claim; as well as Industrial Court-claims as; these complainants have admitted in the said litigation; as an Intervenor and whose claims have been included therein ; to be apportioned there from as mentioned in the “schedule” of the public notice in the Recovery Proceedings No. 373/2002 before the DRT No. 1 at Mumbai dated 4th February 2010 (Exh. C-21).

65. It is also not disputed that, but through the admission so given in the cross-examination by the Respondent No. 2 the Managing Director of the Respondent No. 1 Company that, “the Company Petition No. 38/2000, which has been dispensed with and the ‘Official-Liquidator’ was appointed by our Hon’ble Bombay High Court therein ; through the specific-order dated 14th June 2000 ; which remained unquestioned and unchallenged ; but ultimately holds the ground ; as on today.

66. All these oral as well as documentary evidence so discussed and narrated as above ; do not allow this Court in totality and cumulatively ; to infer as against these complainants in both the Complaint (ULP)-matters. So also ; it does not allow this Court further to concede with the oral submission so made by the Ld. Advocate Smt. Geeta Raut for and on behalf of the Respondent No. 2 only that, the details have not been pleaded in respect of the principal-amount and/or the interest amount by each of the complainants in particular ; nor proved the same. Similarly, the Respondent No. 2 was though the Managing Director of the Respondent No. 1-company ; against whom ; individually nothing could be done and these complaints cannot be allowed ; in absence of the Respondent No. 1 Company on record. Though, she has pointed out through the documents with the list below Exh. C-21 that, the Official-Liquidator got appointed by the Hon’ble Bombay High Court ; nor there was any appropriate-justification for the delay so caused at the hands of the complainants in both the matters ; hence, they are barred by limitation as per the provisions of the Act, 1971.

67. It is settled principle of law that, for continuous and recurring cause of action; in non-payment of legal dues in favor of these complainants in both the matters; it in totality very well attract the commission of an unfair labour practice at the hands of these respondents within the meaning of Item 9 and 10 of Schedule IV of the Act, 1971. And that is what has been proved by these complainants ; of course, their entitlement though no details have been provided on record by each of the complainants individually and separately. However, that could have been done by filing a recovery application under section 50 of the Act, 1971; as the case be ; but not at this juncture.

68. It is the settled principle of law that; not only in the labour jurisprudence; but in the common-parlance ; in Civil Laws also that, as per the provisions of the Companies Act, 1956 ; the registered and incorporated company like the Respondent No. 1 company under the provisions of the Act, 1956 ; is the separate-legal-entity; having its own that role to play ; of course, through its Board of Director ; including the Managing Directors as axis *i.e.* the pivotal-role he used to play. And in his own admission before the Court below Exh. C-25 in his cross ; he did not deny the same ; for the simple reason that, till the date of it liquidation and/or till filing of both these complaints by the complainants employees-concerned ; he was the Managing-Director of the respondents No. 1 Company ; he is over all responsible for all the affairs and having ultimate control thereon ; including these complainants ; by way of paying their legal dues on priority basis. If anybody violates law; how to fix the responsibility/liability may not be a question relevant to that effect ; it seems and for the simple reason that, the Respondent No. 1 Company is having both on facts and in the eyes of law ; a separate legal-entity; against which ; anybody can sue and the Respondent No. 1 Company simultaneously get sued by the affected persons/aggrieved employees of the respondents No. 1 company; for their legitimate as well as legal-dues ; of course, as per the provisions of law with the Competent Court of Law ; including the Industrial Court as per the provisions of the Act, 1971 ; as the present Complaint-ULP-matter.

69. Thus, it is held that, in both these Complaint (ULP) matters ; these complaints have ultimately proved ; of course, through the cogent evidence before the Court that, the Respondent No. 1 and 2 jointly and severally have committed an unfair labour practice at the relevant time ; of course, by way of without complying with the provisions of law namely without paying them closure compensation and/or the earned-wages ; like commission to the respective-complainant-employees and their final dues as per the provisions of law, which ultimately attract commission of an unfair labour practice within the meaning of Item 9 of Schedule IV the Act, 1971.

70. Nevertheless ; it has not been proved from these complainants that, there was any threat given by the management of the respondents on this count; of course, through the cogent evidence before the Court. Hence, it is held further that, the complainants have failed to prove that, there was a commission of an unfair labour practices at the hands of the Respondents No. 1 and 2 as per Item 10 of Schedule IV of the Act, 1971.

71. In order words; these complainants in both the Complaint (ULP)-matters; have ultimately proved that, the Respondents No. 1 and 2 jointly and severally have violated the statutory provisions of law ; in not paying them their legal-dues ; till the date namely their earned-commission, earned-wages due ; but not paid, if any and the closure-compensation due and but not paid ; till the date.

72. It is notwithstanding with the fact that, the properties, assets and their ultimate-possession, custody and ownership lies with the concerned bankers of the Respondent No. 1 Company ; forming part of the litigation before the respective Ld. DRT, Mumbai as on today ; but that cannot escape from paying Respondent No. 1 and 2 jointly and severally that owe to pay the same the statutory liability in favor of these complainants ; But on the other hand; moreover it is the top priority to pay the legal dues in favor of the complainant-employees; the management of the Respondents No. 1 and 2 are duty-bound to pay the same ; if not paid till the date; it would carry an interest at the rate of 9% p.a., thereof ; whichever is later on.

73. It seems that, these respondents for last 10 and odd years have dragged these complainant-litigants for years together ; for no fault on their side by adopting one pretext or the other ; thereby avoiding and avering the payment of legal dues in favor of these complainant employees ; by hook or crook ; ultimately did not succeed. However, for this negative attitude and *malafide* intention are not required to be encouraged; but they are required to be deprecated with high words at the hands of this Court ; of course, through this judgment. Accordingly, the Issue No. 2 is required to be answered in the 'Affirmative' for the reasons so assigned to it as narrated as above.

74. Issue No. 3 and 4 .— No doubt; as far as these issues are concerned nothing remained to be adjudicated so far ; but on the basis of the affirmative finding the Court has given to the Issue No. 2 (common-one as above) in the forgoing para of this common judgment; these complainants enlisted herein in both the Complaint (ULP) No. 518/2000 and 519/2000 are required to be and deserved to be declared ; as entitled to be paid with their legal dues from the Respondents No. 1 and 2 jointly and severally ; in their favor.

75. However, for the negative attitude and *malafide* intention ; for no fault on the side of the complainants ; these complainants are required to be granted with an amount of Rs. 5,000 each of them towards token-costs payable by the Respondent No. 1 and 2 jointly and severally ; in addition to the main-relief so granted as above.

76. With due respect; the law propounded by our Hon'ble Bombay High Court (*supra* : 2004 II CLR-430): does not necessarily extent its aid and help in favour of these Respondent No. 1 and 2 or the Respondents No. 2 exclusively ; for the simple reason that, the set of facts and circumstances in the said reported case-law are not identical to that of the facts and circumstances as emerged in both the Complaint (ULP) matters *i.e* Complaint (ULP) No. 518/2000 and 519/2000; as such.

77. Precisely and predominantly; on the basis of the affirmative findings so given by this Court to the Issue No. 1 and 2 as above; the Court would be fully justified and fortified ; if it proceeds to pass the following final common order; which would meet the ends of justice, equity and good conscience :—

Common Order

(1) The Complaint (ULP) No. 518/2000 as well as Complaint (ULP) No. 519/2000 so filed by the enlisted complainants named below Exh. U-1 respectively, as against these common respondents so named in the caption thereof are allowed, of course, the Respondent No. 1 and 2 are saddled with the taken-cost of Rs. 5,000 payable to each of the complainants ; in both the matters respectively ; alongwith the legal dues to be fortified by them ; respectively.

(2) It is hereby declared that, in both the matters ; the Respondent No. 1 and 2 (common) have committed an unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, 1971.

(3) The Respondents No. 1 and 2 jointly and severally are held responsible to pay each of the complainants ; the amount due and payable in his favour; in terms of the respective commission for the period as mentioned therein ; till the date of its closure of the Respondent No. 1 Company as well as their legal dues in terms of and on account of the closer of the Respondent No.1 ; with effect from 28th February 2000; alongwith 9% interest per annum, thereon ; whichever is later on.

(4) It is to be paid with by the Respondent No. 1 and 2 jointly and severally by way of depositing with the office of this Court ; within a month from today.

Place : Mumbai.

dated the 3rd October 2011

S. K. SHALGAONKAR,
Member,
Industrial Court, Mumbai.

Sd/-

I/c. Registrar,

Industrial Court, Mumbai

dated the 2nd November 2011.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER

COMPANY (ULP) NO. 409 OF 2005:—(1) Mr. Uday Anant Gurav, (2) Mr. Babu Dhaktu Gurav, (3) Mr. Rafiq Wazir Shaikh, (4) Mr. Sanjay Babu Chauhan, (5) Mr. Mashq Moghe, (6) Mr. Devdas Ramu Chavan, (7) Mr. Raju Babu Chavan, (8) Mr. Vikas Ganpat Kadam, (9) Mr. Shabbir Abdulrashid Shaikh, (10) Mr. Anwar Yusuf Sharif Shaikh, (11) Mr. Rafiq Abdul Karim Shaikh, (12) Mr. Arvind Anant Pawar, (13) Mr. Sanjay S. Shivsharan, C/o. Mr. Uday Anant Gurav, 21, Hazari Mahal, Padari Bunglow, Ground Floor, Somani Marg, Fort, Mumbai 400 001.—Complainants. Verses (1) M/s. Malabar Hill Citizen Forum, Priyadarshani Park Sports Complex, Nepean Sea Road, Mumbai 400 026. (2) The General Manager, M/s. Malabar Hill Citizen Forum, Priyadarshani Park Sports Complex, Nepean Sea Road, Mumbai 400 026. (3) Shri. B. A. Desai, President, Malabar Hills Citizen Forum, Nalanda, Pedder Road, Mumbai.—Respondents.

In the matter of complaint of unfair labour practice under Items 9 and 10 of Schedule IV of the Act, 1971.

CORAM.— Shri S. K. Shalgaonkar, Member.

Appearances. — Shri A. S. Kazi, Advocate for the complainants, Shri I.A. Engineer, Advocate for the Respondent No. 1 & 2.

Shri Desai, Advocate for Respondent No.3.

Judgment

(Dictated and delivered in open Court on 19th, 22nd & 23rd Sept. 2011)

1. Though this complaint below Exh.U-1 so filed by the original Complainant No.1 to 13 as named therein in the caption below Exh.U-1, as against the Respondent No.1 to 3; thereby challenging right from mid January 2005 and continued after 12th July 2005, the alleged unfair labour practices at the hands of these Respondent No. 1 to 3; within the meaning of Item 9 and 10 of Schedule IV of the MRTU & PULP Act, 1971 (hereinafter referred to as the Act, 1971); so impugned in this Complaint (ULP)- matter got filed on record, with the office of this Court on 23rd October 2005.

2. These complainant so contended and pleaded therein below Exh.U-1; that could be taken down/narrated in brief as under :—

That, according to these complainants; they are espousing their cause in the capacity as to that of employees. The Respondent No.1 is a registered body of people residing in and around Malabar Hill area and having a sports Complex with various sports and recreating activities so have been carried out therein through its bonafide members and guests; that has been locked after by its Manager to the Respondent No. 2

3. According to these complainants; for carrying on such type of activities; they were employed in different categories of employees including these complainants numbering about 40 also. And at the material time; the Respondent No. 3 was the President of the Respondent No.1; Respectively.

4. According to these complainants; the alleged unfair labour practices has started in the middle of January 2005 on the count as they were informed not to report for duty on the ground that since the repairing and renovation work of its Tennis Court was being carried out.

5. They waited for a long; but they did not get work. Hence, served through their learned advocate on record a notice dated 12 July 2005 with these respondents. Hence, the very cause of action is of recurring and continuous in nature.

6. These complainants have been employed with the respondents sports complex since for last several years (Annexure 1 is the list of such workers alongwith other details in terms of their employment/pay-slips/wages etc.) is appended therewith through which the provisions as per the MW Act, 1948 were applicable to canteen and clubs were also applicable to the respondent's establishment.

7. Though they have been working with these respondents; these complainants have not been issued with any appointment order/letter or with I-Card in their favour by the management; but they were paid their wages through cheques as well as in cash per their signature obtained on the muster roll- wage register; respectively.

8. According to these complainants; in the month of January 2005, they were paid for only 15 days on the pretext that the Tennis Court was to under renovation, on account of which there would not be any sports activities till its completion and later on they would be called for reporting on duty. This is on part of these respondents by way of lay-off, which attracts compensation/ wages as per the provision of Law in their favour.

9. As these complainants have been regularly going to its sports complex; but were not provided with any work; these complainants have been pursuing with these respondents for payment of their salary when put to question to the management they were threatened with termination of their services by its Supervision Shri. Shivaji Kamble, if they insisted ofr payment of their salary.

10. According to these complainants; the respondents have not implemented the provisions fo both Employees Provident Fund, Miscellaneous Provisions Act 1952 and Employees State Insurance Act, 1948 though applicable to it. Hence, these complainants were deprived of statutory benefits thereof for last many years.

11. It is the contention of the complainants that, not paying of wages right from 16 January 2005 onward and not covering them within the provisions of both the Act,1952 as well as 1948 as stated above.

12. According to these complainants; irrespective of the application of both the payment of Wages Act, 1926 and the shops and Establishments Act, 1948 through its establishment; these complainants alongwith other employees were not paid with salary on or before 7th of the next calender year and for last 7 months to the of filing of this complaint; they were not paid with their wages.

13. In fact according to these complainants; they were kept beyond normal working hours for 2 hours on Saturday right from 9-30 a.m. to 11-30 p.m., for whic no overtime wages were paid to them. And even on Sunday they were asked to work. Hence it is in breach of the Bombay shops and Establishment Act, 1948 on part of these respondents within the meaning of Item 9 of Schedule IV of the Act, 1971 and it is of the unfair labour practice.

14. Onc Shri. Shivaji Kamble the 'Supervisor' with these respondents was threatening these complainants, with termination of their services, if they pursued for salary at the material time. In addition to ; I the respondents have recruited fresh hand to do the job of these complainants in their place coupled with pressurizing and threatening of these complainants by the respondent is an unfair labour practice as per Item 10 of Schedule IV of the Act, 1971.

15. To that effect; these complainants through their learned advocate on record has served the notice to the respondents by RPAD dated 12th July 2005 (Annexure 2 collectively) alongwith its acknowledgment.

16. Right from that day onward; according to these complainants, these complainants have remain unemployed, unpaid with their earned wages and put to the hardships at the instance of these respondents only.

17. Therefore, It Is lastly prayed by these complainants that, by allowing their complaint below Exm. U-1 as against these respondents it be declared accordingly to the effect of commission of any unfair labour practice so alleged by them.

18. They be further to deposit the entire amount of salaries of these complainants due and payable in their favour right from mid January 2005 onward till the date alongwith leave encashment and overtime. They be further directed to comply with the provisions of both the Act. 1952 and 1948 alongwith the arrears for the past period; too. They be further to pay wages in their favour as per the Minimim Wages Act 1958.

19. Alternatively; the respondents be directed to pay these complainants wages month to month till such time its lay-off is withdrawn/they are provided with the normal work.

20. The respondents be directed not to terminate the services of these complainants or to close down the respondent's undertaking without following due process of law by not employing fresh hands in their places; too.

21. With the list below Exh.U-4 the complainants have produced on record xerox-copies of the documents runing two in number.

22. Below Exh.U- there seems to be an *interim-relief* application filed by them as against the respondents supported with the affidavit below Exh.U-3 dated 23rd August 2005; respectively.

23. Below Exh.U-6 the list documents; the complainants have filed some documents as mentioned therein. Again below Exh.U-7 documents two in number through its xerox-copies got filed on record. Then below Exh.U-8 paper-cuttings and letter-correspondence; of course, in the xerox-form got filed on record by these complainants.

24. Below Exh.U-18 the list; the documents got filed record on behalf of the complainants 3 in number through its xerox-copies thereof.

25. It seems from the record below Exh.U-19 the documents so sought for from the possession and custody of these respondents by these complainants supported with their affidavit below Exh.U-20 dated 23rd November 2007; respectively. Below Exh.U-37 as well as Exh.U-25 the documents got filed on record by both the sides to the litigation. In addition to below Exh.U-38 the list; the documents got filed on record by these respondents. Similar in a the case in respect of below Exh.U-39 the list daled 23rd March 2009. The documents obtained under the title as Right To Information Act, 2005. Similarly, through Exh.U-41 the application seeking production of the documents so enlisted therein so sought from the respondents. then the inspection-report of the complainants for the documents.

26. It seems from the record that, an 'affidavit-in-reply' on behalf of the respondenrs with regard to interim-relief-application below Exh.C-2 of the Mr. N. D. Dandawate in the capacity of General Manager of the Respondent No.1 And on 4th February 2006 below Exh.C-10 there seems to be another 'affidavit-in-reply' on behalf of the Respondent No.1 through one Smt. Susiben Shah, wife of Shri. Vidyutbhai Shah in the capacity of the General Secretary of the Respondent No.1 has filed. However, as per the endorsement so made by the Ld. Advocate for the respondents on 15th January 2008 "respondents adopt this reply as written-statement". Accordingly, the contents so taken on behalf of these respondents, particularly the Respondents No.1's behalf therein, that could be taken down in short as under :—

That, the very complaint is not maintainable on the followig grounds:-

27. That, the respondent forum is not an 'Industry' as per section 2(i) of the Industrial Disputes Act, 1947 though the Respondent Forum got registered under the Societies Registration Act, 1860 *vide* number so mentioned Para 2 (i) on page of this written-statement below Exh.C-10. So also it got registered under the Bombay Public Trust Act, 1950 as a Charitable Trust *vide* its number so mentioned therein respectively.

28. According to the Respondent No.1 Forum; it has been set up with an objective of maintaining gardens, to plant trees and carrying out tree planning campaigns with voluntary help; and to take necessary steps to reduce air, water and sound pollution, to undertake educational activities, particularly for the weaker-sections of the society of the society, to maintain play-grounds for sports activities.

29. According to the respondents further, as per the Government of Maharashtra Scheme, it is being earmarked of 100 acres of land for West Islad free Way Celling, for which save bridge candy comittee has oposed the same and stop the very further reclamation of see by the Government Meantime, substancial land for the said purpose has been reclaimed. The Respondents Forum laid by respondent No.3 got opposed on the ground of making it reservation for garden, park and for sports and recreational activities. However, the Goverment passed the GR dated 14th April 1980; thereby developing the land for the said purpose and transfer the said land to the BMC (Annexure 'A')

30. According to these respondents; the BMC invited proposals in respect of development of the reclaimed land into the park. The respondents has submitted a proposal in response thereto to the BMC which accepted the same and both of them have entered into an agreement for the same purpose (an agreement on 4th July 1985 Annexure 'B'). When it was handed over to the respondents forum; it was lunar surface with terrains. The respondent forum has developed the same so as to developing into a park. Further both the respondent forum and the BMC have entered into an another agreement dated 27th February 1987 for development of sports complex therein (Annexure 'C'). Then, Annexure 'D' is the copy of the said layout and the approval letter issued by the Additional Municipal Commissioner therof.

31. The Maharashtra Amateur Athletic led by Tara Malkani (athlete himself) approached the Respondent Forum for developing the same as Olympic Standard Eight Lane Synthenic Track and other sports facilities. Both the Central and the State Government have approved the said sports scheme. Accordingly, the international standard was laid down in the year 1991 and other sports facilities were also developed therein. Both the Central and State Government have respectively funded the development of the said trap by contributing lacs of rupees as mentioned therein. So also with the help of the Central Governmet of 20 Lacs funds; it has developed terrace Court therein. In addition to; both Government have also contributting more than 1.0 Crores, which is substantial amount of the budget of the respodent forum. Out of which alongwith the raised by its members and private bodies the entire scheme got administered under the Government of Maharashtra its respective Ministry.

32. According to the Respondent Forum the land on which the park has been developed belong to the State Government. According to this Respondent Forum; the maintenance of the park and development of sports being a sovereign function. It cannot be an industry as per its definition clause.

33. The entry to the para named as Priyadarshani Park is absolutely free and open to the public during the respective hours free from charge including the cycling track, which is also free. The sportmen taking traing for national and international sports events utilized this athletic track, There is also facilities for tennis court, football court, fitness center for sports personalities and members of public, karate, aerobics, art of living, yoga, laughter club and other sports, physical fitness and recreational activities promoted and facilitated in the park, The Respondent Forum also provides for training at absolutely concessional charge to cover the bare expenses for training. The coaches engaged by the Respondents Forum are of national standards, the Respondents Forum submits that, coaching activities are educational in nature and educational activities cannot be termed as industry.

34. In fact, according to the respondent-forum; there has been no systematic activity going to in its part, which require employee-employee and employer-employee relationship; but these complainants provided personal service to the trainees and budding sportmen. Hence, respodent-forum is not a business trade, undertaking, manufacture nor calling of employers etc, as mentioned therein; but the respondent- forum cannot be termed as club as claimed by these complainants. Similarly, these complainants are not 'workmen' within the meaning of section 2(s) of the ID Act, 1947. However, they are all in their early or mid teens and school students alongwith their school education. They were being from humble background, showed their interest in sports activities. Hence, the respondent-forum in order to facilities their learning, came out with the scheme for them by rendering their services to the Ten is Trainees; and the respondent forum collect some amount from the trainees and dis.

35. According to these respondent-forum these complainants were ball boys and they would collect the tennis balls and put the same in the basket, from where the trainee sports person would collect for service/play. Some of the complainants served the sports trainees as markers and they would assist the sports trainees by watching whether the tennis ball served/hit by the trainees was within the Court or outside.

36. Therefore, they were and are not within the meaning of 'workmen' under per Section 2 (s) of the ID Act, 1947; nor the park is an industry. Hence the very complaint is not maintainable. Similarly, this Court has no jurisdiction to entertain this complaint.

37. In absence of relationship of employer and employee amongst them; it is the case of the respondent-forum that, the very services of these complainants have been discontinued on and from 15th January 2005 and they have been informed accordingly on that day itself. Through the notice issued on behalf of these complainants and which was received by the Respondent No.3 whereby termination of their services has been admitted as a fact including the signature of Shri Navnath Palande, who has signed the said letter and who was employed as a Tennis Coach and has been leading and advocating the cause of the complainants (Annexure 'E' is the said letter dated 20th January 2006).

38. Similarly, the relief claimed by the complainants are therefore in the nature of reinstatement with it, this Court has no jurisdiction to entertain the complaint as it has been related to unfair labour practice so alleged under Item 1 of Schedule IV read with Section 7 of the Act, 1971. Hence, this complaint be dismissed accordingly on that ground itself.

39. As this complaint has not been filed 90 days from 16th January 2005; but in the month of August; without specifying the cause of delay and without an application to that effect for condonation of delay. On this ground also, the complaint be dismissed with costs. According to these respondents; the complainant instructed their union to file another complaint for the same relief and with an identical pleadings and the matter is since pending, it is the *res judicata*. Hence, as the complaint filed by the said union *vide* Complaint (ULP) No.463/2005 before the Hon'ble Member C.V Bhadang.

40. This complaint suffers from misjoinder of parties; as the Respondent No.3 is the necessary and proper party.

41. As the respondent-forum agreed that, these complainants could render personal service to the trainee players, who would pay some 'stipend' to these complainants; through the respondent-forum. And since these complainants have rendered their personal help to the trainee tennis players part-time; according to the convenience of players, as well as in accordance to their school timings. On and from 15th January 2005, tennis Court, as well as training to the tennis -player was to be upgraded according to the national standards and new training scheme was to be introduced. As per the new training scheme, the trainees themselves had to fetch the ball as a part of their exercise. The trainees therefore would not require any help from the Complainants and they were informed about the same. The complainants therefore collected their stipend for fifteen days for the month of January 2005 and left. having failed to get any assurance for monetary settlement, the Union and Mr. Navnath Palande further instigated the Complainants to file false and baseless complaint.

(C.T.O. Further judgment stands deferred to 22nd September 2011 in the first-session.)

Resumed today i.e on 22nd September 2011 in the first-session.— 42. According to these Respondent No.1 'Forum'; it is their case that sports and various recreational activities were open to the members of general public and not only to the members of the respondent forum and their guests. However, it is a registered-society and public charitable trust, but not a 'club' as alleged by these complainants. The Respondent No.3 is the President of the Respondent-Forum; but not responsible for overall supervision and control of the sports-complex. In fact, the Respondent No.2 used to look after the day-to-day-activities of the 'sports complex'. And the Respondent No.3 only presides over the meetings of the Executive Committee and the decision taken therein used to get implemented by the Respondent No.2. The Respondent No.3 is the Additional Solicitor General of India and formal minister in Government of Maharashtra. But not concerned with day to day affairs like payment of outgoing and engaging employees. Since the complainant used

to help the sports trainees as contended above; hence, the Minimum Wages Act, 1948 is not applicable to the respondent-forum. Therefore, it is denied that, the respondent-forum has engaged in an unfair labour practice so alleged by these complainants as against it, which arose on 12th July 2005 or that cause of action as continuous one.

43. According to the respondent-forum; the complainants were never workmen i.e. employees within the meaning of definition clause-section 2 (s) of the ID Act, 1947; as no appointment letter was issued by it; in their favour at no point of time; as there was no occasion to do so. The allegations and contentions so made against it by these complainants are denied to be true. It is further denied that, they were being paid wages; but were being paid their stipend by cheque. The amount so mentioned against Sarvashri Sanjay Shivsharan, Masak Moge, Rafiq Anwar Shaikh and Shabir Shaikh are incorrect. But all these complainants were being paid stipend of Rs. 1500 per month and not Rs. 1700 as mentioned *vide* Annexure '1'.

44. It is also admitted that Shri, Uday Anant Gurav was Assistant Coach and he imparted training to the tennis players. Shri Uday Gurav's work was akin to that of a teacher and not of a workman.

45. It is admitted that, these complainants were paid their stipend for 15 days in the month of January 2005 and from 16 January 2005 onward the Tennis Court was under renovation. The allegations so levelled against it on that count are denied to be true. But these complainants were told that, their help and assistance could not be required by the tennis trainees. Hence, it is denied that, it was amounting to a layoff as alleged by these complainants.

46. There was no question of providing these complainants with any work as their services were discontinued and also denied that they, were threatened as alleged. In fact, their services were discontinued w.e.f. 15th January 2005 itself.

47. It is denied that, the respondent-forum has been covered under the provisions of Employees Provident Funds Act, 1952 or ESI Act, 1948.

48. The allegations in respect of these complainants that, the complainants have been regularly visiting Shri Shivaji Kamble, The 'Supervisor' of the respondent-forum got denied by it. And hence; no question of any plea of termination as alleged. It is further denied that, they have recruited-fresh hands in place of these complainants; for doing their job with it. But in fact according to the respondent-forum; it has engaged a new duly qualified coach by name Mr. Kedar Tembe of National Standards, who himself was a seeded player. In fact, no ball boys or markers are engaged as the new scheme of training does not require the same. According to the respondent-forum; these complainants along with their Ld. Advocate on record have visited the said part and witnessed themselves that, the coach alone was training the trainees and trainees themselves were collecting the tennis balls.

49. It is the case of the respondent-forum further that, the complainants have already been employed in other clubs but filed this complaint at the instance of one Mr. Navnath Palande only to extract some monetary benefits from the respondent-forum. So also there has been no work whatsoever to give to these complaints with it. The grants for the government and donations from the public are received for specific purpose and the project but no continue the complaint or pay them. Hence, lastly prayed that, no relief whatsoever in nature so prayed by these complainants be granted in their favour. But the complaint filed by him be dismissed with costs.

50. With the list below Exh.C-12 the documents 11 in number through its xerox-copies right from Page No.1 to 34 got produced on record by the respondents on 4th February 2006. Then, below Exh. C-23 the list; the case laws on which it has relied upon earlier below Exh.C-29 the list; the xerox-copy of the 'affidavited-testimony' of one Shri Navnath Palande i.e the plaintiff in the S.C Suit No.2581/2005 through his Counter-Claim No.5/2006 (C-29 A collectively).

51. Then, with the list below Exh.C-31 is the letter of the Ld. Advocate Smt. Nandini Joshi addressed to Shri.D.T.Gandhi, Advocate for the dated 3rd October as well as quotation for protection work submitted by one Shri. K.J. Jadhav, the Project Expert concerned.

52. Then, with list below Exh.C-35; xerox-copies of the documents running 30 in number got filed on record by the respondents. Again, in all 4 documents with the list below Exh.C-36 filed on record. Below Exh.C-38 the list; total 8 documents, through its xerox-form got filed on record by the respondents. Similar is the case with the below Exh.C-39; are the original receipts; 3 in number, with the respective dates so produced on record by the respondent-forum.

53. The Ld. Predecessor of this Court below Exh.O-5 seems to have framed the issues on 15th January 2008 and the same are being answered by this court, through its findings; of course, supported with reasons thereof as under:-

<i>Issues</i>	<i>Findings</i>
(i) Whether the complaint is within limitation?	Yes
(ii) Whether the complaint is maintainable?	Yes
(iii) Whether the complaint is bad for mis-joinder of party?	No
(iv) Whether the respondents' establishment is an "Industry"?	Yes
(v) Whether the complaints are "employees" as defined in the Act?	Yes
(vi) Do complainants prove that the respondents have engaged in unfair labour practice under Item 9 and 10 of Schedule IV of the Act, 1971?	Yes
(vii) Whether the complainants are entitled to the reliefs claimed ?	Yes-in-part
(viii) What order?	As per the final order.

Reasons

54. Heard the learned Advocate Shri A. S. Kazi for the complainants on 27th July 2011, 4th August 2011 and by way of 'reply on 30th August 2011. Similarly, heard the learned advocate Shri I. A. Engineer for the respondent-forum on 4th August 2011 and 30th August 2011; respectively. In addition to; that learned advocate for the Respondent No.3 Shri Desai in his personal-capacity has advanced his oral submissions across the bar on that day. And also put on record the 'written-synopsis' to that effect. So also; the written-synopsis of argument on behalf of the complainants below Exh.U-45 got filed on record by the learned Advocate Shri Kazi for the same on 4th August 2011. Exh.U-46 is the compilation of the case-laws, on which; the complainant's learned advocate on record has relied upon. Then; below Exh.U-47 on 8th September 2011 through the compilation of the same; he relied upon respectively.

55. The learned Advocate Shri Engineer for the respondent with the compilation below Exh.C-'45'; as well as C-'43' has taken shelter of the judgment on which; he placed his reliance upon on behalf of the respondents. In addition to the Respondent No.3, has put his written submissions on his behalf below Exh.C-44 on 8th September 2011; respectively. Below Exh.U-47 the compilation on behalf of the complainants; the case laws on which he has relied upon for the complainants on 8th September 2011 (xerox-copy of the said judgment).

56. *Issue No.1* :— With regard to these issues; it is on doubt; the matter below Exh.U-1 in the form of Complaint ULP so got filed on behalf of these complainants enlisted in the caption below Exh.U.1 there of Sr. No.1 to 13 as Complainants as against the Respondent No.1 to 3 so named therein in respect of unfair labour practices as per Item 9 and 10 of schedule IV of the Act, 1971. It is also not disputed that, the provision of Section 28 (1) and (2) of the Act, 1971 prescribes a period of 90 days of limitation from the date of authorizing of cause of action to file this complaint; is the prescribed time limitation for the same. However, according to these complainants; in and around-middle of January 2005 and more particularly, through their learned

advocate's notice dated 12th July 2005 the impugned cause of action deemed to have arisen from that date, which is of recurring and continuous in nature as pleaded *vide* para 3 below Exh.U-1. In the 'written-statement' below Exh. C-10; it has been objected to that, it is hit by the provision of limitation as prescribed under the Act, 1971 on that count; as well as for want of relationship of 'employer and employee' in and amongst these complainants and the Respondent No.1 'Forum' at the material time the very complaint below below Exh.U-1 filed by these complainants is not maintainable; is also one of the defences/pleas taken by the respondents forum in its 'written-statement' below Exh.C-10.

57. So also, the Respondent No.3 has been alleged to be misjoinder of party, who has been in no way connected with their day-to-day-activities of the Respondent No.1. Forum, but was then-President of the Respondent No.1 forum, who used to preside over the meetings of the committies only. And the Respondent No.2 Its manager that time was implementing those decision so taken in the meeting-concerned. So also, it is the defence of the respondent forum in its 'WS' below Exh.C-10 that, the Respondent No.1 being registered basically under the 'Bombay Public Trust Act'; as well as the Co-operative Societies Act, 1960 and mainly catering to the needs of sports and recreational activities in the garden known as "Priyadarshani Park", basically owned by the BMC and it has been funded by both Central as well as State Government respectively. In addition to, the donations accepted by its from the public at large to run the same. Hence, it is not an 'Industry' within the meaning of Section 2(j) of the ID Act, 1947. All these defences/pleas so taken by the Respondent No.1 'forum' in its 'WS' below Exh.C-10; would be clubed together and decided together by this Court; for maintaining its brevity of findings, as well as avoiding its overlapping thereto too; they are being decided through common findings as under.

58. The Ld. Advocate for the complainants on this count initially with regard to the limitation point has not addressed this Court in particular; but he has submitted before the Court that, the action of not allowing these complainants for their work with the Respondent No.1 forum; right from middle of January 2005,when these complainants through their learned advocate on record has issued a notice addressed to the Respondent No.1 forum to that effect; it was having a cause of action recurring in nature. Hence, it cannot be said to be barred by limitation under the Act, 1971.

59. Then, it is his oral submission that the complaint is fully maintainable both on facts and circumstances; as well as in law with the 'say' that, running a sports club, as well as other recreational-activities at the establishment of the Respondent No.1 forum, known as 'Priyadarshani Park' and sports complex therein; the services of these complainants have been taken and employed them as a 'markers' and 'ballboys'. Hence, all these are well organized-activities, which have been carying on, but abruptly stopped on the count of renovation of its track therein. Hence, as none of them was issued with any appointment letter ; but nor paying them minium wages as per the MW Act, though the coverage of them under both EPF Act, 1952, as well as ESI Act,1948; they are the employees working with the respondent-forum. And hence, essentially Respondent No.1 forum is an 'Industry" within the meaning of Section 2(i) of the ID Act, 1947; in all respects.

60. It is his second-limb of oral submissions that, the affidavite-testimony in reply below Exh.C-10;by one Smt. Susieben Shah; letter on got adopted as its 'WS' giving details as to how and what activities were being carried out by the Respondent No.1 forum at 'Priyadarshani Park' Through for the sake of argument; he has admitted that, the Respondent No.3 is a necessary parry though he is a Sr. Citizen and practicing advocate the then; but having overall control in the capacity as its President, he cannot be misjoinder of party.

61. Exh.C-2 is the 'reply' by way of affidavit of one Shri N. D. Dandawate, the General Manager of the Respondent No.1- forum; all if taken together; it would show, that all these are the well-organized commercial-activities and systematic-one; for rendering services to its

members on payment of fess basis. Though the provisions of the ESI Act, 1948 have been made applicable to the Respondent No.1 establishment; as it is not voluntary coverage for the Respondent No.1, PF Act coverage is optional one; he has clarified this legal position instantly. But at the same time; he tried to point out that, as per the response of the respondents to the application for production of documents below Exh.U-41, Exh.U-28 with list below Exh.U-7 cheques towards payment of salary of these complainant workmen alongwith other documents with the list below Exh.U-18 simultaneously Exh.C-12 and Exh.C-35 and ;lastly on that count of limitation it is his oral submission that, the Respondent No.1 forum has refused to engage these complainant- workmen in its employment right from 15th January 2005 onward though they made themselves available for work it.

62. Hence, there was a relationship of 'emloyer and employee amongst and Respondent No.1 and the complainant at the material time and the complaint below Exh.U-1 is fully maintainable as against these respondents under the provisions of the Act, 1971.

63. On the other hand; the oral submission of the Ld. Advocate for the respondents, in addition to written arguments the Ld. Advocate Shri Engineer for the Respondent No.1 has put on record as started above as initially to open his oral submissions by way of argument on behalf of the forum has submitted before the Court that, as there no building construction has been made in the said Priyadarshani Park; but it is the forum under the title of M/S . Malbar Hill Citizen Forum; the members who have been interested in social-work; particulary maintenance of ecological balance and preservation of environment; at the same time, prevention of pollutions of all types; the interested citizens voluntarily came together under the banner of the 'Malbar Hil Citizens Forum' and got registered the same under both Maharashtra Societies Act, 1960 and the BPT Act,1948; respectively.

64. Hence, it is not an 'industry' at all; even as per Section 2(j) of the ID Act, 1947; neither it has been producing/manufacturing any product; nor it has been rendering any professional-services; nor doing any commercial-activity for running the same profit; but mainly and principally; they have been rendering-services in terms of coaching-class through appointing a coach , a specialized-person to that effect;for giving training to the trainee-concerned and nothing else; though they have been charging-fees for doing the activity of coaching.

65. It is his second limb of oral submission that, earlier at the initial stage the funds were poured in by the Central Government; simultaneously by the State Government and with the help and assistane of the BMC,who is the land owner allotted to it by the State Government concerned; through agreements to that effect and reclamation of the land now has been in exclusive possession and ownership of the BMC. It is no doubt; he has clarified the position further that, the lease of the land given to the BMC by the State-Government; on which; the development activities are being carried out with the help of the respondents trust. These are in the forum of sport-activities so arranged witin the permissible limits of the BMC-concerned. The maintainance of Priyadarshani Park is the sole work done by the Respondent No.1 Forum/Trust like plantation of trees, a forest station and in order to assist the sporting activities particularly to the coach so carried out by the respondent trust/forum the persons voluntarily hailing from the weaker section of the society have help and assisted the said coach. It was in the background of the project of seashore protection work was undertaken initially and with the Co-operation of the BMC; the respondent forum has been carrying ou number of activities, in which sweepers, guarders and coaches near about 14 in number were doing these type of work.

66. The Ld. Advocate for the respondent trust /forum has pinpointed to this Court that, as against the discontinuous of alleged services of these complainants on 15th January 2005 by way of termination of their services so alleged by the complainants; the main complaint below Exh.U-1 got filed in August 2005. Hence, it is barred by limitation itself, hence, not maintainable; as there is no separate-application for condonation of delay got filed by the complainants.

67. One Head Coach by name; Shri. Navnath Palande was there and through his Ld. Advocate Smt. Nandini Joshi's letter/notice; it has been admitted fact that, he was head-coach at the material time; he was engaging these complainants for assisting him in carrying out these activities as a 'head-coach'. Hence, the respondent-forum has not engaged/employed any of these complainants; nor any workmen for doing any work in its employment at all.

68. Then, he tried to point out to this Court in the affidavit below Exh.C-29 Shri Palande has filed with the City Civil Court in respect of his counter claim below Exh.C-29 (A and B). So also in the cross-examination below Exh.U-35 Shri Palande has admitted in his cross that, it was his affidavit he filed it with the "City Civil Court, Mumbai to that effect. Them Exh.U-31 is the list with which his advocate Smt. Nandini Joshi's letter has been filed on record in this matter.

69. The Ld. Advocate for the Respondent No.1 forum has also been apprised with this Court by pointing out that, through an unreported-judgement of our Hon'ble Bombay High Court ; arising out of this matter only i.e Writ Petition No.1175/2008 and that has been reflected *vide* 'Annexure 2-collectively' with list below Ex.C-2 para 3(c) below Exh.U-1 i.e coaching is the main-activities and has also been reflected in the advocate's notice for the complainant dated 12 July 2005. Hence, as there has been a delay of 8 months; it is barred by limitation under Section 28 (1 to 3) of the Act, 1971.

70. In the earlier matter; which was filed through the union these complainants have chosen a wrong forum and even they have sought the final relief in terms of their reinstatement with continuance of services, as against these respondents; the very complaint below Exh.U-1 filed by the complainant is not maintainable; as this Industrial Court is having no jurisdiction to grant such relief so sought for. However, that could have been done before the right forum i.e. the Labour Court concerned and not before this Court. Hence, this Court is having no jurisdiction on that count the very complaint is not maintainable; both in facts and in the eyes of law too.

71. The Court has gone through the 'written submissions/argument' filed by these complainants below Exh.U-45, dated 4th August 2011; so also perused the case-laws on which the complainant's Ld. Advocate on record has taken shelter of as far as Issue No.1 To 4 are concerned; it is the judgement of our High Court in the matter between *Warden and Co. (India) Ltd., Bombay V/S Akhil Maharashtra Kamgar Union. Thane, reported in 2001-II-CLR-359* and the law laid down as under:-

"Non-payment of wages- Limitation- It is held that every time wages are not paid when due, it can be averred that the employer is engaging in unfair labour practice under Item 9 of Sch. IV of the Act and there is no merit in the submission as to bar of limitation."

72. And on the same law-point ; he has also relied upon the judgement of our Hon'ble Bombay High Court through the compilation below Exh.U-46 in the matter between *The Maharashtra State Co-op. Cotton Growers Marketing Federation Limited & Anr. V/s. Maharashtra State Co-op. Cotton Growers Marketing Federation Employees Union and Anr reported in 1992(64) FLR-870* it is also on the point of limitation under the Act, 1971 with regard to unfair labour practice as per Item 9 thereby holding that, unfair labour practice so alleged as per Items 6 and 9 are continuous and recurring unfair labour practices, hence, the complaint cannot be said to be barred by limitation.

73. Then, again through the same compilation; there is another judgment of our Hon'ble Bombay High Court, in the matter between *Gannon Dunkerjay and Co. Ltd. V/s. G. S. Baj, Member, Industrial Court and R. Rajmani Ponnaah C/o. Indian Labour Organisation, reported in supra 2006(2)-LLN-160*; respectively.

74. Then on the law point of absence of relationship of employer and employee the Ld. Advocate for these complainants below Exhibit U-45 the compilation he taken shelter of the judgment, in the matter between *NTC V/s. A. P. Joshi, reported in 2000-III-CLR-429* and the law laid down therein :—

“It is observed that relationship of employer and employee is admitted which has not been terminated at any time, the department wherein the Respondent was working is yet functioning and no permission for closure under S. 25-O of the ID Act has been obtained and that as such the order of the Industrial Court is consistent with the legal position and subserve the underlying spirit of the legislation.”

75. On the other hand; the written submissions so filed on record on behalf of the Respondent No. 1 forum under the title of synopsis of oral argument on behalf of the respondents below Exhibit C-43 dated 4th August 2011 the Court has gone through. There is a judgment of our Hon'ble Bombay High Court, in the matter between *The Secretary and Anr. V/s. Shri Chintamani Birjaprasad Dubey and Ors.*, reported in 2000(2)-Mh.LJ-267 and the law laid down therein as under :—

“Section 9 of the Maharashtra Employees of private Schools (Conditions of Service) Regulation Act, 1977-Section 9-Limitation-Promotional Post-Supersession-Appeal against supersession-Delay of more than 4 years and 4 months in filing appeal-No explanation for delay-Delay cannot be condoned.”

76. Then the second judgment is in respect of limitation on the same law-point is of the Hon'ble Apex Court of the Land, in the matter *Ashis Kumar Hazra V/s. Rubi Park Co-operative Housing Society Ltd. and Ors.*, reported in AIR-1997-SC-2724=AIR-1997-6-SCC-26 on the law point of limitation the Ld. Advocate for the respondents has relied upon therein.

77. With regard to the objection raised that the Respondent No. 1 is not an 'industry' within the meaning of Section 2(i) of the ID Act, 1947; it is the judgment on which the Ld. Advocate for the respondents, through the compilation below Exhibit C-43; has relied upon in the judgment of the Hon'ble Apex Court of the Land, in the matter *State of U.R. V/s. Jai Bir Singh*, reported in 2005-III-Mh.LJ-146-SC and the law laid down therein as under :—

“Industrial Disputes Act 1947-Section 2(j)-Industrial Disputes (Amendment) Act, 1982-Section 1(2)- Social Forestry Department- Whether covered by the definition of 'industry'-Employees contended that the decision in Bangalore Water being in the field as binding precedent for more than 23 years and having been worked to the complete satisfaction of all in the industrial filed, on the principle of stare decisis, this Court should restrain from making a reference to a Larger Bench for its reconsideration-Held, it is, therefore, high time for the Court to reexamine the judicial interpretation given by it to the definition of 'industry.' The Legislature should be allowed greater freedom to come forward with a more comprehensive legislation to meet the demands of employers and employees in the public and private sectors. The inhibition and the difficulties which are being exercised by the legislature and the executive in bringing into force the amended industrial law, more due to judicial interpretation of the definition of industry in the Bangalore Water Supply and Sewerage Board case, need to be removed. The experience of the working of the provisions of the Act would serve as a guide for a better and more comprehensive law on the subject to be brought into force without inhibition-Further held, Court must, therefore, reconsider where the line should be drawn and what limitations can and should be reasonably implied in interpreting the wide words used in Section 2(j)-Matter placed before Larger Bench for reconsideration of this Court in the case of Bangalore Water.”

78. It is noted that, the judgment of the Hon'ble Supreme Court of India known as the landmark-judgment on the point of workmen and/or industry as per Section 2(s); as well as Section 2(j) of the ID Act, 1947; known as *Bangalore Water Supply and Sewerage Board V/s. A. Rajappa*, reported in (1978)-ILLJ-349-SC has been discussed and referred too.

79. And lastly; it has been held therein that it was required to be placed before the Larger-Bench for reconsideration of the judgment of this case in the case of Bangalore Water Supply and Sewerage Board. In respect of maintainability of Complaint-ULP matter below Exhibit U-1; so filed by the complainant and objections raised by the respondent in its 'written-statement' below Exhibit C-10; the Ld. Advocate for the respondents through the compilation below Exhibit C-43; seems to have taken shelter of the judgment of our Hon'ble Bombay High Court in the matter between *A-Z (Industrial) Premises Co-op. Society Ltd., V/s. A. T. Utekar and Ors., reported in 1997-II-CLR-1033*; that with regard to unfair labour practice as per Item 1 of Schedule IV of the Act, 1971 is to be tried and decided by the Labour Court with regard to it under the complaint filed under Section 1 of and except Item 1 of Schedule IV of the Act, 1971 for other items under Schedule IV as well as Schedule III of the Act, 1971 is to be tried and decided by the Industrial Court as laid down therein.

80. On the same-law point; there is a latest-judgment of our Hon'ble Bombay High Court, in the matter between *Manoj Amdas Ingle and Ors. V/s. Member, Industrial Court and Anr., reported in 2004(3) Mh. LJ-4* that the complaint in respect of termination of dismissal covered by item is the complaint exclusively trial by the Labour Court as laid down therein.

81. Admittedly, the complaint below exhibit U-1 in respect of alleged unfair labour practices; which took place in the middle of January 2005 and got recurred through the Ld. Advocate for them notice dated 12th July 2005; got actually filed as against these respondents with the office of this Court on 29th August 2005. Apparently, it shows that it could be treated as a barred by limitation; as it has been filed beyond the period of limitation of 90 days as per Section 28(1) and (2) of the Act, 1971.

82. However, since; the alleged unfair labour practices as per Items 9 and 10 of Schedule IV of the Act, 1971; when it has been alleged at the hands of the respondents from time to time; when these complainants allegedly they made themselves available for work with the Respondent No. 1 forum; they were not given work to do with them. But they were refused on 15th January 2005 on the ground that, the said-track at the sports-complex required to be renewed. Hence, they were not given work by the respondents and it is recurring and continuous in nature; as contended by the complainant and pleaded to that effect below Exhibit U-1.

83. On that count; when the cause of action is of recurring and continuous in nature, particularly as per Item 9 of Schedule IV of the Act, 1971 on the very count that, these complainants were not given and paid with wages at the rate so prescribed under Minimum Wages Act, 1948; nor they were paid with their legal dues so alleged in the main complaint below Exhibit U-1 at the hands of the respondents below Exhibit U-1; the complaint so filed under the provisions of the Act 1971 for unfair labour practices as per Item 9 and 10 of Schedule IV of the Act, 1971; that cannot be said to be barred by limitation though filed after a lapse of 90 days *i.e.* the prescribed period of limitation as per the Act, 1971. As it is exclusively and basically recurring in nature and continuous one. Therefore, the very complaint below Exhibit U-1 so filed by this complainants is not hit by limitation. The case-laws on which the respondent-forum has relied upon, through the compilation below Exhibit C-43; with due respect; do not extent any help and assistance in favour of the respondents and as against these complainants; at this juncture. Thus, it is held that, the present complaint below Exhibit U-1 so filed by these complainants as against these respondents; for unfair labour practice as per Item 9 and 10 of Schedule IV of the Act, 1971; is not hit by the point of limitation under the Act, 1971. Hence, it is maintainable; to that effect. Thus, Issue No. 1 stands answered accordingly in the words and for the reasons so assigned to it; in the forgoing paragraphs of this judgment as below.

84. *Issue No. 2.*—Issue No. 2 is the mixed-question of fact and law; mainly that allegedly these complainants were not employed by the Respondent No. 1 Forum and there is a lack of/want of relationship of ‘employer and employee’ amongst the respondent-forum and the complainants at the material time; when the complaint got filed below Exhibit U-1 so alleged by the respondents in its ‘written-statement’ below Exhibit C-10. And the second limb of the said objection is; as this Court cannot try and grant the relief of reinstatement with continuity of service; alongwith back wages so sought by these complainants; as it is beyond the jurisdiction of the Industrial Court to do so.

85. The relief so sought by these complainants below Exhibit U-1 as against these respondents *vide* prayer clause 11(f) “not to terminate the services of complainants and to close down the undertaking, without following due process of law and to restrain to recruiting fresh hands till the complainants are employed in the respective posts” may be tilting in the form of a relief in terms of their reinstatement; apparently it may be presumed. However, if taken it together with other reliefs; these complainants have sought for *vide* prayer clause 11(a) to (e) *i.e.* asking the respondents to pay their wages as per Minimum Wages Act, 1948 and/or layoff-wages/compensation so claimed or sought for by these complainants as against these respondents; of course, in alternate *vide* Clause 11(e) below Exhibit U-1. Cumulatively; it goes to show that, the complaint to the extent of the relief of their reinstatement and /or providing them work and restraining these respondents from terminating their services; it is presumed by these complainants that, they were in the employment with the respondent-forum and hence, sought for the restraining order to that effect as against the respondents.

86. Basically, the unfair labour practice as per Item 9 and 10 of Schedule IV of the Act, 1971; alleged to have committed at the hands of these respondents as against these complainants are in the form of non-compliance of the statutory provisions of law *i.e.* non-payment of their wages as per rate so provided under the Minimum Wages Act, 1948 and/or not paying them their layoff compensation by these respondents; through allegedly their services discontinued on account of renovation of the track as contended therein in the month of January 2005; they were not paid with layoff compensation so alleged therein. And sought the relief to that effect amounting to unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 *i.e.* in terms of violation of statutory provisions of different labour-laws so applicable to therein. To that extent only could have been tried and decided finally by the Industrial Court under the provisions of the Act, 1971. Hence, it is held that, the relief so sought by these complainants *vide* prayer-clause 11(f) as against these respondents amounting to alleged unfair labour practice at the hands of these respondents; within the meaning of Item 1 of Schedule IV of the Act, 1971. And as it is the exclusive jurisdiction of the Labour Court to try and decide the same as per the provisions of the Act, 1971. At the same time, simultaneously; it is the jurisdiction of the Industrial Court to try and decide the Complaint (ULP) matter relating to unfair labour practices; other than the Item 1 of Schedule IV of the Act, 1971 accordingly. Hence, the present complaint is maintainable on this score.

87. with due respect; the case law on which, the respondents have relied upon (*supra*; 1997-I-CLR-1033) cannot come to the rescue of these respondents; for the reasons and the findings given by this Court as narrated as above. Thus, on this count; it is held that the present complaint so filed below Exhibit U-1 to that extent only is maintainable as against these respondents. Thus, the Issue No. 2 stands answered accordingly in terms as above.

88. *Issue No. 3.*—The Respondent No. 3 as alleged in the ‘written statement’ below Exhibit C-10 filed on behalf of the respondents, particularly. Respondent No. 1 forum for the Respondent No. 1 and 2; but the Respondent No. 3 in the capacity as a ‘President of the Forum’ having no control and supervision over the day-to-day-activities of the Respondent No. 1 forum; it could be treated at this juncture that, it is a not a necessary party to the litigation in this Complaint ULP matter filed below Exhibit U-1 except the Respondent No. 1 and 2. However, the Respondent No.3

is a formal party and that could be dubbed accordingly; as he was the policy making decision authority as far as the Respondent No. 1 forum is concerned; at the material time. And the findings of this Court as above is perfectly within the purview of Section 29 of the act, 1971. If it finally concludes; through the final judgment on merits; this (the Respondent No.3) requires to be treated as a 'formal-party; but not a necessary party. This finding also finds a place; as the Respondent No. 3 Shri Desai, the Ex-Additional Solicitor General of India, Sr. Advocate of our Hon'ble Bombay High Court and now the Sr. Citizen, who has played his positive role and indulgence so shown by him by arguing this matter 'in-person'; as well as through the 'written note of argument' below Exhibit C-44; is worth to be noted; as he has tried to assist this Court; as far as the law-point is concerned so involved in this matter. Accordingly, the Issue No. 3 stands answered, thereby holding that, the complaint is not bad for misjoinder of party.

89. *Issue No. 4.*—The issue No. 4 is in respect of an 'industry'; though in strict sense of the term; it is a spontaneous voluntary-organisation of the citizens residing/having an interests of their own with the noble-cause that in terms of protection of environment and its preservation; by striking a balance of ecology in and around that-area; having developmental activities with the aid and assistance of both the Central and State Government and the land-owner is exclusively of the BMC i.e. 'Local-Self-Government'; wherein the Priyadarshini-Park and this sports-complex has been maintained and sports activities; as well as recreational activities have been carried out by way of coaching to the trainees for the same at the international level; it is being done.

90. However, as per the 'Tripal Test' i.e. the cardinal-principle of law in respect of deciding; as to whether particular establishment is an 'industry' or not so laid down in the landmark judgment known as *Bangalore Water Supply and Sewerage Board V/s. A. Rajappa, reported in (1978)-ILLJ-349-SC* or the Constitutional Bench of the Hon'ble Supreme Court of India; so laid down as the guiding-principle in the forms of norms/tests to be applied to; on the anvil of which, in order to decide such type of questions, which is a mixed-question of fact and law.

91. No doubt; the issue; it appears as on today mainly as per the definition clause of Section 2(j) of the ID Act, 1947; the Court to reproduce for its ready-reference and for deciding the Issue No. 4; is as under :—

"industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workman."

(C.T.O. Further judgment stands deferred till tomorrow.)

Resumed to day i.e. on 29th September 2011 in the first session.

92. In addition to; it is noteworthy to mention here; but categorically that, the guiding-principle which could be termed as the cardinal-principle of law popularly known as 'triple-test' so laid down by the Hon'ble Apex Court of the land, in the landmark-judgment known as the *Bangalore Water Supply and Sewerage Board V/s. A. Rajappa, reported in (1978)-ILLJ-349-SC* still holds the ground as on today i.e. in particular, for deciding and adjudicating the pertinent issue with regard as to whether the Respondent No. 1. Forum is an 'Industry' or not and/or 'commercial-establishment' amenable to the provisions of the Bombay Shops and Establishment Act, 1948, if any, that could be very well done by taking a recourse to this landmark-judgment and the proposition of law so laid down therein; which goes to the root of the matter itself here in this Complaint ULP matter; particularly.

93. Obviously, the Exception (9) in the form of explanation to Section 2(j) of the ID Act, 1947 with regard to the definition-clause as contemplated therein; runs parallel and within its compass; it takes into its own the activities being carried out by co-operative society or a club; but employing less than 10 has been excluded. But here in this Complaint ULP matter before this

Court; admittedly, these complainants were more than 10 in number so got involved in the capacity as 'marker and/or Ballboy'; to aid and assist the main coach in the sports complex of "Priyadarshini Park" i.e. the respondent No. 1-Forum as such; has come on record. And thereby it could be very well held that, since it has been well organized a systematic-activity with the help and assistance of workers more than 10 in number so employed therein have been carried out till 15th January 2005; it could be termed as an 'industry' though registered under the Maharashtra Co-operative Society Act, 1960; as well as the BPT Act, 1948; as such. It has been carrying on such type of activities though substantially aided and assisted financially by both the Central Government, as well as State Government; through the BMC the mainland owner as per the agreements so arrived at in and amongst them from time to time; respectively.

94. As it has also come on record that, when the BMC has been declared; by settled principle of law as an 'commercial-establishment' amenable to the definition clause of Section 2(j) of the ID Act, 1947; through the Catina of judgments of our Hon'ble Bombay High Court, as well as of the Hon'ble Apex Court of the Land; in past so holds good till the date. Thereby by taking into consideration all these aspects so involved in this Complaint ULP matter before this Court on hand; it is held that the respondent-forum is a 'commercial-establishment' within the meaning of section 2(j) of the ID Act, 1947. And accordingly, for the reasons so narrated as above. Hence, the Issue No. 4 is required to be answered accordingly; thereby holding that the Respondent No. 1 is an 'establishment' within the meaning of Section 2(j) of the ID Act, 1947 and the same is *mutatis-mutandis* does apply to the provisions of the MRTU and PULP Act, 1971 in *toto*; respectively.

95. *Issue No. 5.*— With regard to this issue; it is the crucial mixed-question of fact and law. for proving tht, these complainants are coming under the definition clause of 'employee' as per Section 3(5) of the Act, 1971 and simultaneously; within the meaning of definition clause of 'workman' as per Section 2(s) of the ID Act, 1947; for which; the initial burden to prove the same lies upon these complainants to do so; of course, through the cogent evidence before the Court. In other words; it is for these complainants to both plead and prove through the cogent-evidence before the Court that, they were and are the 'employee/employees' within the meaning of Section 3(5) of the Act 1971; and/or as a 'workman/workmen' within the meaning of Section 2(s) of the ID Act, 1947 in this matter before the Court.

96. To that effect; the complainants have filed an affidavited testimony in lieu of examination-in-chief below Exhibit U-21 of one ShriUday Anant Gurav, who has contended therein virtually nothing; but as pleaded by these complainants through the main-complaint below Exhibit U-1 and reiterated the same through his affidavited-testimony in lieu of his examination-in-chief dated 23rd November 2007. Whereas the said-witness has fairly admitted in his cross examination below Exhibit 21 *vide* page 8 and 9; the Court quotes him, "In the park there is karate, football, jogging, lontennis, Gymnasium, Aerobics; etc. It is true that larger-space is provided for garden and recreational activities. It is true that there are 9 gardeners, 4 watchmens and 4 sweepers, it is true that there are 4 football coaches; 4 gymnasium-coaches. Athletic-coach visits trice a week for part time coaching. It is true that synthetic athletic-track of 8 lanes is of international standerd. I do not know if Government of India and Maharashtra have contributed 1.05 crores for construction of the said track. Witness volunteers that the members pay the fees. membership-list is not produced,not the receipt of the fees. It is true that land is owned by Municipal Corporation. It is true that the respondents only maintain the garden and other activities. It is trues that name of the respondnet-park, its inaguration by the Mayar and also the maintainance, are all in accordance with Resolution passed by Municipal Corporation. It is true that everthing is under the supervision and control of the BMC and the Governement. There are 4 tennis courts in the park and on all 4 courts coaching activities takes place. Navnath Palande at the relevant time was one of the coaches on the court. Prakash Palande, Shailesh Chikale, Prakash Chandurkar and Uday Gurav were the coach. Prakash Palande, Shailesh Chikale, Prakash Chandurkar left in

November 2004. I do not recollect if the said 3 persons had tendered resignation by June 2004. Arvind Pawar, Babu Gurav, Raja Chanvan, Rafik Shaikh, Sanjay Chavan were doing the work of coaching. Coaching means to do work as per instructions of head coach. Coach has to teach as to how to paly. Coach has also to maintain net. The letters Exhibit U-30 at page No. 1 to 5 bear our signature and addressed to the respondnet. Markers are also engaged in coaching. Vikas Ganpat Kadam was the 'Marker'. He was also doing coaching to the trainees and was doing repairing of the net. It is not true that net maintenance work was done by outsiders."

97. Similarly, this one of the complainants below Exhibit U-21 on Page 10 and 11 has also admitted on his part for himself and for others 12 in number behalf, too, the Court quotes him. "The complainants were doing the work of coaching. I now say that the complainants were markers. I again say that the complainants used to teach how to hit the ball and were also doing the other work. The other work means cleaning the net and its repairs. It is not true that I was not doing maintainance work. I do not know if the respondents had employed sweepers in the park. I was working inside the park. It is true that there is cycling track, but it is not correct that the cycling can be done free of cost. I do not have documentary evidence of the payment made by cyclist. We do not have documentary evidence of membership-fees. it is correct that complainants were working under Navnath Palande. It is correct that we were reporting for duties to Navnath Palande. It is Correct that navnath Palande was supervising our work. It is correct that complainants were doing personal-service to the tennis-players. None of us was attending the school-during our employment. I do not joint any union. I do not know if union had filed Complaint (ULP) No. 463/05 in industrial Court on our behalf. From 15th january 2005 we were not given work, but I am not aware reasons for."

98. Then another witness for these complainants below Exhibit U-35 in his affidavited-testimony; he has to some reiterated the whole of the contentions as pleaded in the main complaint below Exhibit U-1, However, in his cross examination *vide* Page 5 below Exhibit U-35; as well as, page 6 and 7; he has admitted fairly to that effect before the Court on oath; the Court reproduces the same, "I was working there, and therefore, I came in the contact of the complainants. I was head-coach since 1998. It is true that the services were terminated from 15th January 2005. I did not pay anything to the concerned-complanants. Respondent has filed against me a case in City Civil Court and I also filed a Counter Claim No. 5/06. My counter claim and affidavit shown to me are correct. Contents of Para 4 of my affidavit Exhibit C-29A is correct. The payment in said para was made in cash. Dandvate is the general manager. It is not true that Dandvate looks after day to day affairs of the respondent. I do not know if Dandvate was Dy. Secretary in Government and also Dy. Chief Executive of MHADA. It is not true that the complainants were not working as markers and helpers. Smt. nandini Joshi is my Advocate in City Civil Court. Shri Gandhi was the Advocate of respondent in City Civil Court. It is not true that he is still represents the respondent. My Advocate had given a letter proposing settlement is true. The letter given by Advocate is shown to me. It is true that I had written Shri Narayan Rane, Revenue Minister letter which is on record. We also wrote a letter to Shri V. A. Desai and it is on record. The letter of my Advocate and letters given to Minister and Desai are Exhibit C-12A and C-12B. The threat was given by Shri Kamble as stated in Para 6 in my presetnce. It is not true that I was not witness to any such incident. The threat was given at the Tennis Court of the respondent. It is not true that I have stated falsely. I do not know if for shooting permission of BMC is required and the BMC charges Rs. 25,000 for shooting. I do not know if there can be no shooting without permission of BMC. Nothing is produced in that regard. It is true that I had gone to Shri Desai for settlement. Shri Desai called me. It is not true that I have had this case file to extract money. It is true that I had demanded 20 lakhs for settling all the cases. The witness volunteers that Shri Desai had offered to pay Rs. 12 Lakhs. It is not true that I have stated so falsely. The 4 lakhs stated in Para 4 of affidavit were paid by me to the complainants for their extra coaching done on Saturday, Sunday and vacations. The respondent is in 14 acres of land. Extra coaching contract was taken by me and therefore, I paid to the complainants. There was no written contract".

99. As against the same; the respondent-forum through its affidavited-testimony below Exhibit C-41 of one Smt. Susieben Shah, the then General Secretary of the Respondent No. 1 forum in lieu of her examination-in-chief filed on record on 22nd February 2011; alongwith xerox copies of the documents running from Page No. 1 to 64 by way of Annexure appended to Exhibit C-41 got filed on record by the said witness. However, in her cross on Page 6 *vide* Para 8, 9, 11 and 12; that could be reproduced below; in order to assess, scrutinize and evaluate the oral evidence; simultaneously alongwith the documentary evidence both the sides to the litigation have already filed on record with the respective list of documents :—

“It is true to say that I am a registered advocate with the Bar Council of Maharashtra. Currently the witness volunteers she has been as a Founder Director with M/s. V/s. International Pvt. Ltd. It is correct to say that at the relevant time there is roudy coaching. It is true to say that, on the record there is no document produced from the side of the forum to show that, a training was given to the weaker section at the relevant time. It is incorrect to suggest that, there has been, no regular sports training activities given by the forum at the relevant time. Except the appointment letter given to the Coach at the material time, there is no other document filed on record from the side of the forum. It is true to say that, our forum/trust got covered under the provisions of the ESI Act, 1948. And now also we are implementing the same. It is true to say that, at the relevant time our forum/trust was carrying out different types of sports activities like Yoga, Carroty etc. They are still continued. It is correct to say that, our forum/trust has employed guardners also. It is correct to say that, the forum used to conduct the recreational activites. It is also correct to say that, we have been renting of the forum premises for film shouting purpose, provided to the BMC permission. It is also in respect of Halipad; of course, it is the subject to the permission with the respective department. It is correct to say that, the general public can avail the facilities available with the forum provided they paid the coaching fees for the same.”

100. In addition to; the Court is under obligation to go through the inspection of documents taken by the Ld. Advocate for the complainants; to that effect; including the balancesheets of the Respondent No. 1 Forum two separte-bond-files it has filed it on record and come to the appropriate-conclusion as under namely the documents below Exhibit C-13 the list, then documents below Exhibit C-25 in the form of written arguments seeking direction of this Court to frame Issue No. 1 to 5 as a “preliminary issues”. Then; the books of accounts by way of ‘Ledger’ for the period of April 2006 to March 2007; through a separate booklet. It has brought on record of the Respondent No. 1 MCF, then cashbook entries; of course, through its xerox copies for the same period. Then, box-file contains *i.e.* ledger books for the year 2003 to 2006; as well as attendance book-cum-monthly muster book right from December 1997 onward to March 2003; showing the names of office staff-cum-watchmen, sweeper, helper-categorywise; alongwith their attendance through signatures below it (original one). Then, monthly muster-roll agains showing for the period of July 2001 to April 2003; the Court has gone through in this regard; alongwith the various documents these complainants have filled it on record already; so narrated and enumerated in the body of the judgment as above; the Court has taken recourse; too.

101. In the background of the settled principle of law and by applying as a touchstone through the various-norms *i.e.* the famous ‘triple-test’ in order to ascertain decide; as to whether these complainants were and are as a ‘workman’ within the meaning of Section 2(s) of the ID Act, 1947 as well as simultaneously as per Section 3(5) of the Act, 1971; as an ‘employee’ or not. To that effect; the judgment on which on behalf of the complanants have relied upon through their Ld. Advocate on record; through the compilation below Exhibit U-47; is the latest-judgment; which covers a series of case laws and proposition of law to that effect already; laid down in a chronological form/sequences so referred to; by the Hon’ble Apex Court of the Land therein; through its letest judgment in the matter between *Devinder Singh V/s. Municipal Council, Sanaur, reported in*

AIR-2011-SC-2532; and the law laid down therein is reproduced below :—

“Industrial Disputes Act (14 of 1947), S.2(s)—Workman—Part-time employee, contractual employee, temporary or casual employee—All are workman.”

102. Simultaneously, the Court has gone through both written submissions so made on behalf of the learned advocate Shri Engineer for the Respondent No. 1 and 2; under the title of ‘synopsis of oral arguments’ on behalf of the respondents below Exhibit C-43. In addition to; the written submission on behalf the Respondent No. 3 in person; as a party to the litigation below Exhibit C-44 filed it on record on 8th September 2011; too. The case-law on which; these respondents have relied upon is of the judgment of our Hon’ble Bombay High Court, in the matter between *C. Gupta V/s. Glaxo Smithline Pharmaceutical Ltd., reported in 2004-(2)-Bom. CR-575=(2004)-I-LLJ-952* and the law laid down therein is reproduced below :—

“Labour and Industrial termination Section 2 of Industrial Disputes Act. 1947 and Industrial Disputes (Amended) Act, 1984 appellant terminated from service by respondent-company termination challenged on grounds that amended definition workmen applies and as such termination illegal amended definition of workman in Section 2(s) came into force after appellants termination and has only prospective effect appellants duties form part of managerial process of company appellant not workman within Section 2(s) termination valid.”

103. Then, judgment of the Hon’ble Supreme Court of India, in the matter between *Management of Sonpath Cooperative Sugar Mills Ltd. V/s. Ajit Singh, reported in AIR-2005-SC-1050=2005(105)FLR-I* on the same law-point i.e. in respect of workman definition as per Section 2(s) of the ID Act, 1947; hence, not reproduced.

104. Then, the judgment of the Hon’ble Supreme Court of India, in the matter between *Miss A. Sundarambal V/s. Government of Goa. Daman and Diu and Ors., reported in AIR-1978-SC-1700*; therein the case of Bangalore Water and Beverage got discussed.

105. The judgment of the Hon’ble Andhra Pradesh High Court, in the matter between *National Remote Sensing Agency represented by its Director V/s. The Additional Industrial Tribunal-cum-Additional Labour Court and Ors. reported in 2002(5)-ALD-211*. is on the law-point of Section 2(i) of the ID Act, 1947.

106. On the same law-point; there is another judgment of the Hon’ble Supreme Court of India, in the matter between *Bangalore Water Supply and Sewerage Board V/s. A. Rajappa and Ors., reported in AIR-1978-SC-5480*.

107. Then, the judgement of the Hon’ble Supreme Court of India, in the matter between *University of Delhi and Anr. V/s. Ram Nath reported in AIR-1963-SC-1873* so cited and relied upon by the respondent forum with regard to section 2(s) of the ID Act, 1947.

108. From the aforesaid plethora of the material on record mainly; both documentary and oral evidence of both the sides to the litigation; it does reveal there from and comes as the inevitable conclusion the Court proposes to draw therefrom; is nothing but that these complainants in the capacity as a ‘Ballboy and/or ‘Marker’ were employed by these Respondent No.1 and 2; though primarily under the supervision of Shri. Palande, the Head Coach during the material period. And they were paid with their wages; though strictly not as per the provisions of the Minimum Wages Act, 1948. Nor; none of them were issued with any appointment-letter in writing right from beginning till 15th January 2005. however, all the while; they have been doing the work so allotted to it mainly and primarily by the head coach Shri Palande and under his supervision and control, they were working with the Priyadarshani Park’s sports-complex; is the respondents-forum; during the material period.

109. Essentially, it is in the form of a well organized those sports activities; alongwith some recreationl-activities that were carrign on therein for the period so under-consideration; in order to train and build a trainees as a complete sportsmen at national, as well as internatioanl level; in the respective sphere of sports-activities; for which the fees were collected from the participants; out of which wages were being paid to these complainants. As well as; it has been well-funded from the development activities by both Central as well as State Government; through the Local Self Government i.e. the BMC; the main land-holder on the strength of which; the said 'Priyadarshani park' and the sports complex attached herein was run and carried on its sports and recreational activities under the banner of the Respondent No.1 Forum; during that material period. Mainly, the record in the form of 'attendance-cum-muster' roll for the respective-period alongwith the books of accounts so maintained therewith; do show cumulatively and consistently that, it was not a 'charity' show. However, the help of such type of workers like 'Markers/Ball-boys'; both these sports and recreational activities, well-organized, by way of systematic combination of employer-employees for the wages paid to them; do show and establish that it was/is an employment of these complainants with the Respondent No.1 Forum during the material period.

110. By applying the 'triple-test-formula' as laid down in the landmark judgement known as *Banglore Water Supply and Sewerage Board V/s. A. Rajappa*, reported in (1978)-I-LLJ-349-SC of the Hon'ble Apex Court of the of land; still holds good as on today. And it has not been distributed by any overriding-effect of the judgement; either of the Hon'ble Apex Court of Land and/or our Hon'ble Bombay High Courty to that effect till the date. Hence, by applying thesae norms in the form of 'tripl-test' to the activities of the Respondent No.1-Forum; so were/are being carried out with regard to these complainants during the material period; it is quite probable and possible for this Court; to draw a conclusion; of course, which is fully and solely based upon the material on record as discussed and narrated as above. Inclusive to that of the admissions given by the witness by name Smt. Susieben Shah, the star-witness on behalf of the Respondent No.1 forum in her cross-examination below Exh.C-41; which all do assist the case of these complainants inderiving the conclusion positively in favour of these complainants only.

111. Fairly admitting; of course, in equity that, the admissions given by and on behalf of these complainants in their respective cross examination below Exh.U-21 and U-35 respectively; mainly titled in favour of the person by name Shri. N. V. Palande; as if these Complainant No.1 to 13 were the persons employed by him; he himself as a 'contractor'-cum workman. However, that has not been the case so made out by these complainants; but it tried to have been shattered down/toppled down on behalf of the Respondent No.1-Forum; but mainly through its star witness's own admissions so given in her cross-examination below Exh.C-41 alongwith the documents (original-one) so narrated as above; do all cumulatively and in toto assist these complainants and nobody else. Thereby; it is proved that, these complainants were though part time workers they were essentially the 'workers'; within the meaning of Section 2(s) of the ID Act, 1947; and simultaneously; as an 'employee' within the meaning of Section 3(5) of the Act 1971; too.

112. The afforesaid finding of this Court has got a sufficient place in the judgement; which is latest in time; so relied upon on behalf of the complainant through the complation below Exh. U-47 dated 8th September 2011 i.e. supra : AIR-2011-SC-2532 and it plays a vital role and gives a much more impetus in favour of these complainants; with a irresistable conclusion thereof; therby allowing this Court to hold these complainants at Sr. No.1 to 13 named in the caption below Exh. U-1 were/are, 'the employees' (workmen) employed in the employment with the Respondent No.1 forum during the material period. Accordingly it is proved from the side of these complainants as against the respondents.

113. The case -laws on which; the respondents have relied upon; with due respect; they would not extend any aid and assistant in favour of these respondents; for the simple reason that the facts and circumstances so arose in those reported case laws are not at all identical with the facts and circumstances as emerged in this Complaint, ULP matter so filed under the provisions of the Act, 1971 before the Court on hand. Hence, the aforesaid conclusion; the Court has drawn thereby answering the Issue No.5 accordingly; holding that, these complainants were and are the "employees" with in the meaning of Section 3(5) of the Act, 1971.

114. *ISSUE No.6 :-* As far as the Issue No.6 is concerned; a much hue and cry got demonstrated on behalf of both the parties to the litigation throughout the trial in this matter before the Court ; not only till the final arguement stage but by giving a sufficient opportunity at the instance of this Court; to both the sides to the litigation to arrive at a amicable settlement out of the Court and If not; then only the Court will seat in judgement and pass an appropriate order. However, it has not been materialized ; irrespective of the opportunities were sufficiently given to both the sides to the litigation; of course, through their respective learned advocates on record. The Court in all fairness from its side; is giving complements to the erstwhile/former : Additional Solicito General of India and the S. Advocate of our Hon'ble Bombay High Court *i.e.* the Respondent No.3 by name Shri. B. A. Desai; who has appreciated, highlighted both facts and law and used his good-offices for the amicable settlement; he tried at his level to the best; but in wain. The Court is required to strike out the balance and do the justice; through this final judgemtn on merits; accordingly.

115. The various sports and recreational-activities which are being carried out till 15th January 2005; but without complying with various provisions of the Labour Laws concerned; including the ID Act, 1947, EIS Act 148, EPF 1952, MW Act, 1948, payment of Wages Act 1936, which are related in its compliance at the hands of the Respondent No.1 and 2 in favour of these complainants. However, it has been observed in its violation to its greated extent; since it is an admitted fact that, the ESI-matter so filed by the Respondent No.1-Forum; thereby challenging the very applicability of the ESIC Act 1948 to its establishment as against the opponent ESI-Corporation, Mumbai; as mentioned therein got withdrawn; with the permssion of this ESI-Court; during the pendency of the litigation in the form of this Complaint ULP matter *i.e.* 409/2005. It is one of the material aspects; which plays a vital role in deciding this Issue No.6; of course, through a final judgement on merits; at this juncture.

116. It has brought on record; of corse, through the material on record in this matter that, the wages were not paid to these complainants during this material period, as per the provisions of the MW Act, 1948; but noboddy has brought to the notice of this Court; as to which 'schedule' of the MW Act, 1948 and/or the G. R. issued if any by the appropriate Government under the said Act, 1948; does apply and cover the employees working with the Respondent No.1-Forum if any. On that score, the complainant's learned advocate on record has to blame himself only.

117. Nonetheless; the coverage of the employees of the Respondent No.1-Forum under the provisions of the ESI Act, 1948 and simultaneously; under the EPF Act, 1952; may be treated as governing aspect and its non-compliance could be termed amounting to unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, 1971; these complainants have proved; of course, through the cogent evidence before the Court.

118. With regard to the allegation of unfair labour practice so alleged within the meaning of Item 10 of Schedule IV of the Act, 1971; at the hands of the Respondent No.1 and 2 by these complainants below Exh.U-1; there is no iota of both oral as well as documentary evidence to suppot these complainants;; on that count. Hence, in other words; it Could be held that, these

complainants have in part succeeded; of course, through the cogent evidence before the Court in proving that, these Respondent No.1 and 2 have indulged into an unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, 1971; sufficiently and positively. Thus, the Issue No.6 stands answered in affirmative accordingly in the words and for the reasons so discussed as above.

119. *ISSUE No.7 and 8* :— Here in context of the of these issues; the Court is required to consider the socio-economic aspect terming as “Milieu” of both these complainants to context with one Mr. N. V. Palande; the then-head coach whose matter in the form of counter claim with the Hon’ble City Civil Court, Mumbai; in the respective civil-suit so pending; by way of liaison as on today. Similarly, the Respondent No.1-Forum is nothing but an association/organisation of this interested-citizens in the noble cause of preserving-environment and protection of the environment and/or the ecology in and around the said place *i.e.* ‘Priyadarshani-Park’ located of the offshore of his Mega-city; by way of reclaimed and developed that piece of land which has been owned basically by the State Government; but allotted to the BMC *i.e.* the Local-Self-Government. With-Which permission; the Respondent forum has all the while has created a heaven therein for the citizens of this mega city; in particular. This Court cannot overlook; nor lost sight of this material fact that, all the while; whatever the projects that have been developed on this reclaimed-offshore-land has been duly funded by both Central and State Government; till the date. No doubt; by way of squirrel’s share; it has been funded through donations by the philanthropic persons/institution; who have similar identical interest in such activities in the form of the noble-cause so undertaken by the Respondent No.1-forum; to that effect.

120. The overall, the alleged-discontinuation; on the ground of renovation of the track in the sports-complex; in the precincts of “Priyadarshani Park” under the banner of the Respondent No.1 on and from 15th January 2005 can be here treated as ‘layoff’; no strictly within the meaning of provisions of the ID Act 1947; But it could be treated as a dealing Provision to that effect as contended and pleaded by these complainants below Exh.U-1 and have also sought the relief to the effect as against the respondents ; in alternative.

121. Nonetheless; the relief of reinstatement, continuity of service and payment of full back wages; is the sole prerogative/privilege and the exclusive-jurisdiction of the respective Labour Court and not this Industrial Court as per the Provision of the Act, 1971, And it is also not pragmatic for this Court; to direct/grant the same accordingly as against these respondents; in favour of these complainants; on that count.

122. What remains to be granted is nothing but; monetary benefits in favour of these-complainants; to which, there was positive inclination to that effect as per the oral-submission made by the respondents No.3 in person; as a party to the litigation; while concluding his oral submissions across the bar and after having realized by him; that the matter could not have been settled amicably out of the court amongst them; but through the judgement of this Court finally on merits, in this matter.

123. In the given circumstances; the Court can not be estopped by taking recourse to the specific provision of Section 30 (1) (b) of the Act; 1971; which should be in all fairness on part of this Court would be nothing but a fair, just, appropriate and reasonable; so also feasible-relief; that could have been granted in favour of these complainant; which would not tax erroneously to the booty of the Respondent No.1-forum; at its disposal on this count.

124. Keeping in mind all these things, aspects and dimensions of the matter under consideration before this court and after taking recourse of Section 30 (1) (b) of the Act ; 1971 ; the Court proposes to pass the following final order; which would definitely meet the ends of justice, equity and good conscience. For that purpose; let this Court to make it very clear that, in the special, as well as exceptional-circumstances, peculiar of its own in this matter; but not as a

‘precedent’ to be followed by the other; the Court proposes to pay each of these-complainants a reasonable amount of compensation to the tune of Rs. 75, 000 as a token, reasonable compensation payable by the Respondent No.1 and 2 jointly and severally. It would be buy way of deposit by the Respondent No.1 and 2 with the office of this Court and Consequently; it would be distributed to the respective-complainants after getting them verified in the open Court; accordingly. Thus, the Issue No.7 and 8 are required to be answered; of course, in part; but in affirmative and the following final order, the Court proposes to pass; which would meet the ends of justice, equity and good conscience :—

Order

(i) The complainant (ULP) No. 409/2005 stands allowed-in-part of course, with no order as to costs.

(ii) It is hereby directed to pay each of these complainants a reasonable-amount of compenstation of Rs. 75,000 as a lumpsum-compensation and token reasonable-compensation too; payable by the Respondent No.1 and 2 jointly and severally within a month from today with the office of this Court by way of deposit and consequently it would be distributed to the respective-complainants after getting them verified in the open Court accordingly.

Place Mumbai,
dated the 23rd September 2011.

S. K. SHALGAONKAR,
Member,
Industrial Court, Mumbai.

S/d,
I.c. Registrar,
Industrial Court, Mumbai.
dated the 18th October 2011.

पुढील अधिसूचना इत्यादी असाधारण राजपत्र म्हणून त्यांच्यासमोर दर्शविलेल्या दिनांकांना प्रसिद्ध झालेल्या आहेत :—

१०९

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरू चौक, मादाम कामा रोड, मंत्रालय

मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. १२९/कामगार-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची १ च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “उक्त सुरक्षा रक्षक” असा करण्यात आला आहे), उक्त अनुसूची १ च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे, अशा मे. जी फोर एस सिक्युअर सोल्युशन्स (इंडिया) प्रा. लि., लंकद टॉवर, ४था मजला, प्लॉट नं. ३, गणपती चौक, विमान नगर, पुणे ४११ ०१४ (पुणे जिल्ह्याकरिता) व मालक श्री. ए. एम. सुर्यवंशी यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “उक्त योजना” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत, असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची २ मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची १

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	मनोज विक्रम यादव	सुरक्षा रक्षक	मे. ब्लॅक अँड विच कन्सल्टिंग प्रा.लि., कॉमर्स झोन, जेल रोड, येरवाडा, पुणे.
२	संजय सुर्यभान चांदेळ	सुरक्षा रक्षक	—,,—
३	रोहिदास शिवाती पाटोळे	सुरक्षा रक्षक	—,,—
४	संतोष शिवाजी गायकवाड	सुरक्षा रक्षक	मे. इसीएस इन्फोसोल्युशन्स प्रा.लि., बिल्डींग नं.२, २रा मजला, कॉमर्स झोन, एअर पोर्ट रोड, येरवाडा, पुणे.
५	रामआशिष नंदू यादव	सुरक्षा रक्षक	—,,—
६	फारुख याकुब खान	सुरक्षा रक्षक	—,,—
७	दिलीप अशोक मोरे	सुरक्षा रक्षक	मे.हिंदुस्थान कोका-कोला बिव्हरेज प्रा.लि., प्लॉट नं.११०७, १११०, मुळशी रोड, पिरंगुट, ता. मुळशी, पुणे.
८	कुलदिप छेत्री मेरमन	सुरक्षा रक्षक	—,,—
९	नंद कुमार जटकर	सुरक्षा रक्षक	—,,—
१०	भरत शंकर कानेकर	सुरक्षा रक्षक	—,,—
११	नवनाथ बाबुराव बोन्हाडे	सुरक्षा रक्षक	—,,—
१२	धोंडीराम मल्हारी मिसाळ	सुरक्षा रक्षक	—,,—
१३	राजाराम ज्ञानू गुरव	सुरक्षा रक्षक	—,,—
१४	अतुल शिवाजी पाटील	सुरक्षा रक्षक	—,,—
१५	देवानंद चोखाती घारे	सुरक्षा रक्षक	—,,—
१६	सुभाष अंबर खैरनार	सुरक्षा रक्षक	—,,—
१७	पराग बोधेश्वर दास	सुरक्षा रक्षक	—,,—
१८	अनंता सागर बोराह	सुरक्षा रक्षक	—,,—
१९	श्वपन अनिल गोस्वामी	सुरक्षा रक्षक	—,,—
२०	प्रशांत हेमकांत फुकन	सुरक्षा रक्षक	—,,—
२१	किशोर लिंबु राठोड	सुरक्षा रक्षक	—,,—
२२	जितू धिरेन भराली	सुरक्षा रक्षक	—,,—
२३	प्रसाद भृगुनाथ ठाकुर	सुरक्षा रक्षक	—,,—
२४	माधव अमृतराव जाधव	सुरक्षा रक्षक	—,,—
२५	रितू धरेन भराली	सुरक्षा रक्षक	—,,—
२६	बिष्णू बोगी छेत्री	सुरक्षा रक्षक	—,,—
२७	हिरा रोहीत छेत्री	सुरक्षा रक्षक	—,,—
२८	दिवाकर रणजित सामंत	सुरक्षा रक्षक	—,,—

अनुसूची चालू

(१)	(२)	(३)	(४)
२९	वेंकट विठ्ठलराव केंद्रे	सुरक्षा रक्षक	मे.हिंदुस्थान कोका-कोला बिक्वरेज प्रा.लि., प्लॉट नं.११०७, १११०, मुळशी रोड, पिरंगुट, ता. मुळशी, पुणे.
३०	संतोष बाबु पवार	सुरक्षा रक्षक	—,,—
३१	मस्तान अब्दुल शेख	सुरक्षा रक्षक	—,,—
३२	भगवान दत्ताराम ढगे	सुरक्षा रक्षक	—,,—
३३	समाधान लक्ष्मण राठोड	सुरक्षा रक्षक	—,,—
३४	सतिष शिवाजी जाधव	सुरक्षा रक्षक	—,,—
३५	हरिश्चंद्र शिवाजी झेंडे	सुरक्षा रक्षक	—,,—
३६	संतोष तायप्पा निंबाळकर	सुरक्षा रक्षक	—,,—
३७	सागर अशोक मोहिते	सुरक्षा रक्षक	—,,—
३८	राजेंद्र जाधव आत्माराम	सुरक्षा रक्षक	—,,—
३९	बोलीन हजारिका भिमा	सुरक्षा रक्षक	—,,—
४०	नंद कुमार जटकर	सुरक्षा रक्षक	—,,—
४१	धोंडू एकनाथ पाटील	सुरक्षा रक्षक	—,,—
४२	स्वराज ज्योती नंदराम बोराह	सुरक्षा रक्षक	—,,—
४३	राजाराम ज्ञानु गुरव	सुरक्षा रक्षक	—,,—
४४	चंद्रकांत रेवू चव्हाण	सुरक्षा रक्षक	—,,—
४५	सतिष आबासो कारे	सुरक्षा रक्षक	—,,—
४६	कुंदन बेचनप्रसाद सिंग	सुरक्षा रक्षक	मे. हयात रिजेन्सी, पुणे हॉटेल्स (प्रा.) लि., युनिट असेन्ट विकफिल्ड आयटी पार्क, पुणे-नगर रोड, पुणे.
४७	सच्चिदानंद भरतलाल वर्मा	सुरक्षा रक्षक	—,,—
४८	संतनकुमार भिमसिंग राजपुत	सुरक्षा रक्षक	—,,—
४९	संजयकुमार रामाश्रय सिंग	सुरक्षा रक्षक	—,,—
५०	राजेशसिंग भरतसिंग गुजर	सुरक्षा रक्षक	—,,—
५१	अश्विनी अनिल गायकवाड	सुरक्षा रक्षक	—,,—
५२	विनांक केशव राठोड	सुरक्षा रक्षक	—,,—
५३	राजीवकुमार महेश चौधरी	सुरक्षा रक्षक	—,,—
५४	सुनिल सुरेश इंगळे	सुरक्षा रक्षक	—,,—
५५	रविकुमार रमाकांत सिंग	सुरक्षा रक्षक	—,,—
५६	धनंजय कुमार उपेंद्र सिंग	सुरक्षा रक्षक	—,,—
५७	संतोष सिताराम पोखरकर	सुरक्षा रक्षक	—,,—
५८	जितेंद्रकुमार योगी पासवान	सुरक्षा रक्षक	—,,—

अनुसूची चालू

(१)	(२)	(३)	(४)
५९	सोमनाथ अर्जुन नवडकर	सुरक्षा रक्षक	मे. हयात रिजेन्सी, पुणे हॉटेल्स (प्रा.) लि., युनिट असेन्ट विकफिल्ड आयटी पार्क, पुणे-नगर रोड, पुणे.
६०	सुरेशकुमार लक्ष्मण सरवदे	सुरक्षा रक्षक	—,,—
६१	अनिरुध्द महेश बगाडे	सुरक्षा रक्षक	—,,—
६२	शहजाद नूर शेख	सुरक्षा रक्षक	—,,—
६३	स्वपन कृष्णनाथ सिन्हा	सुरक्षा रक्षक	—,,—
६४	भूपेंद्र राम सिंग	सुरक्षा रक्षक	—,,—
६५	अशोक बलभिम धोत्रे	सुरक्षा रक्षक	—,,—
६६	राहुल लक्ष्मीनारायण झा	सुरक्षा रक्षक	—,,—
६७	गोपाल शिवलाल राजपूत	सुरक्षा रक्षक	—,,—
६८	रेखा बाळासाहेब घोडके	सुरक्षा रक्षक	—,,—
६९	श्रीमंता हरेकृष्णा पंजा	सुरक्षा रक्षक	—,,—
७०	राजीव कुमार सिंग	सुरक्षा रक्षक	—,,—
७१	विजय कुमार जनार्दन राय	सुरक्षा रक्षक	—,,—
७२	मनिष कुमार सुरेंद्र राय	सुरक्षा रक्षक	—,,—
७३	विनय रामू राऊत कुमार	सुरक्षा रक्षक	—,,—
७४	संतोष रामाधन आडे	सुरक्षा रक्षक	—,,—
७५	अमित नंदलाल बुंदाळे	सुरक्षा रक्षक	—,,—
७६	गणेश केशव टोंपे	सुरक्षा रक्षक	—,,—
७७	जितेंद्र कुमार सिंग	सुरक्षा रक्षक	—,,—
७८	अमित बैजनाथ पांडे	सुरक्षा रक्षक	—,,—
७९	असिब शाह शामसुद्दिन	सुरक्षा रक्षक	मे. हॉटेल ली-मेरीडाईन, आबीएम रोड, पुणे रेल्वेस्टेशनजवळ, पुणे.
८०	सधन सरकर	सुरक्षा रक्षक	—,,—
८१	ज्ञानेश्वर धारफळे भागुजी	सुरक्षा रक्षक	—,,—
८२	विशाल रखमाजी देठे	सुरक्षा रक्षक	—,,—
८३	मनोज रामजी ठाकुर	सुरक्षा रक्षक	—,,—
८४	अनिलकुमार मुलायमसिंग यादव	सुरक्षा रक्षक	—,,—
८५	प्रल्हाद कुमार महालिक	सुरक्षा रक्षक	—,,—
८६	अशोककुमार सचिदानंद सिंग	सुरक्षा रक्षक	—,,—
८७	संतोष पांडुरंग भुरुक	सुरक्षा रक्षक	—,,—
८८	सदाशिव भगवान रिकीब	सुरक्षा रक्षक	—,,—
८९	प्रितम कुमार लक्ष्मी मंडल	सुरक्षा रक्षक	—,,—
९०	रिपु दमन अमिताप कुंवर सिंग	सुरक्षा रक्षक	—,,—

अनुसूची चालू

(१)	(२)	(३)	(४)
९१	राजा राम मिश्रा	सुरक्षा रक्षक	मे. आईसलेरो टेक्नॉलॉजी प्रा.लि., गेरा ७७, २रा मजला, ऑफिस नं. २०२, कल्याणीनगर, पुणे.
९२	महादेव साहेबराव नृपनारायण	सुरक्षा रक्षक	—,,—
९३	प्रविण राजाराम परखांडे	सुरक्षा रक्षक	—,,—
९४	सागर जवाहरलाल आंधळकर	सुरक्षा रक्षक	मे. थॉमस कुक (इं.) प्रा.लि., ८९२, अमर हाऊस, भंडलकर रोड, पुणे ४११ ००४.
९५	अरविंद रामकिशोर ठाकुर	सुरक्षा रक्षक	मे. टिबको सॉफ्टवेअर इंडिया प्रा.लि., बिनयुर, २ रा व ३ रा मजला, दिपक नायट्राईट कॉम्प्लेक्स, शास्त्री नगर, येरवाडा, पुणे.
९६	हरिश्चंद्र जाधव बाबासाहेब	सुरक्षा रक्षक	—,,—
९७	सच्चिदानंद भारतलाल वर्मा	सुरक्षा रक्षक	—,,—
९८	अनिल कुमार सिंग	सुरक्षा रक्षक	—,,—
९९	राजकुमार जनार्दन मांडलिक	सुरक्षा रक्षक	—,,—
१००	विनोद रामजीराम पटेल	सुरक्षा रक्षक	—,,—
१०१	शिवशंकर श्रीकांत दुबे	सुरक्षा रक्षक	—,,—
१०२	नवनाथ मोहन घोरपडे	सुरक्षा रक्षक	—,,—
१०३	कृष्णा बहादून चांद	सुरक्षा रक्षक	—,,—
१०४	नामदेव चांगदेव गोरे	सुरक्षा रक्षक	—,,—
१०५	मारुती दशरथ कदम	सुरक्षा रक्षक	—,,—
१०६	विश्वास दागा पाटील	सुरक्षा रक्षक	—,,—
१०७	सतिष विठ्ठलराव काळे	सुरक्षा रक्षक	—,,—
१०८	जयराम राजाराम ऐनपुरे	सुरक्षा रक्षक	—,,—
१०९	संजय कुमार ब्रिज पांडे	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलर लि., ४२/ए, शुक्रवार पेठ, हिराबाग, टाऊन हॉल कमिटी, टिळक रोड, पुणे.
११०	अरविंद मारुती चौरे	सुरक्षा रक्षक	—,,—
१११	राजकुमार बाबुराव झाडे	सुरक्षा रक्षक	—,,—
११२	भगवानसिंग प्रभुसिंग राजपूत	सुरक्षा रक्षक	—,,—
११३	जवलदिप सुरजभान वाल्मिकी	सुरक्षा रक्षक	—,,—
११४	नंदलाल जितू राम	सुरक्षा रक्षक	—,,—
११५	सुरेश बाबुराव बिरादार	सुरक्षा रक्षक	—,,—
११६	शैलेश अशोक तिवारी	सुरक्षा रक्षक	—,,—
११७	संजय कुमार ब्रिज पांडे	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
११८	अरविंद मारुती चौरे	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलार लि., ४२/ए, शुक्रवार पेठ, हिराबाग, टाऊन हॉल कमिटी, टिळक रोड, पुणे
११९	राजकुमार बाबुराव झाडे	सुरक्षा रक्षक	—,,—
१२०	भगवानसिंग प्रभुसिंग राजपूत	सुरक्षा रक्षक	—,,—
१२१	मनोज राजेंद्र सिंग	सुरक्षा रक्षक	—,,—
१२२	नंदलाल जितू राम	सुरक्षा रक्षक	—,,—
१२३	सुरेश बाबुराव बिरादार	सुरक्षा रक्षक	—,,—
१२४	शैलेश अशोक तिवारी	सुरक्षा रक्षक	—,,—
१२५	आलम शाह सिंग	सुरक्षा रक्षक	—,,—
१२६	शैलेश रामचंद्र जगांदे	सुरक्षा रक्षक	—,,—
१२७	जितेंद्र साहेबराव सुर्यवंशी	सुरक्षा रक्षक	—,,—
१२८	असित सिन्हा	सुरक्षा रक्षक	—,,—
१२९	प्रज्ञा श्रीकांत बोरबांडे	सुरक्षा रक्षक	—,,—
१३०	निर्मला उदय अरवकर	सुरक्षा रक्षक	—,,—
१३१	चंदन कुमार जनार्दन सिंग	सुरक्षा रक्षक	—,,—
१३२	मंगेश दत्तात्रय काटे	सुरक्षा रक्षक	—,,—
१३३	सिंधु वसंत सुर्यवंशी	सुरक्षा रक्षक	—,,—
१३४	अशोक नारायण तारपाडे	सुरक्षा रक्षक	—,,—
१३५	अळाय कुमार सरोज	सुरक्षा रक्षक	—,,—
१३६	संतोष रमेश धनवडे	सुरक्षा रक्षक	—,,—
१३७	अनिलकुमार मतिकान्त झा	सुरक्षा रक्षक	—,,—
१३८	जयंता जीवन घोष	सुरक्षा रक्षक	—,,—
१३९	दिपक उत्तम काकडे	सुरक्षा रक्षक	—,,—
१४०	सुदाम गणपत चव्हाण	सुरक्षा रक्षक	—,,—
१४१	राजीव कुमार आत्मानारायण सिंग	सुरक्षा रक्षक	—,,—
१४२	तुषार रावबा कांबळे	सुरक्षा रक्षक	—,,—
१४३	विश्वनाथ सोनावळे लक्ष्मण	सुरक्षा रक्षक	—,,—
१४४	अनंता रुस्तम सोभागे	सुरक्षा रक्षक	—,,—
१४५	सुनिल किसन अनपत	सुरक्षा रक्षक	—,,—
१४६	नितीन पांडुरंग पिसाळ	सुरक्षा रक्षक	—,,—
१४७	रविंद्र राजाराम पाटील	सुरक्षा रक्षक	—,,—
१४८	गणेश भाऊसो दामगुडे	सुरक्षा रक्षक	—,,—
१४९	किशन लिंगाह अंदोळी	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
१५०	रेवनसिध्द प्रभाकर गुमाते	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलार लि., डीजी अॅण्ड एमएससी एरिया, कल्याणीनगर, पुणे.
१५१	लक्ष्मण मलकारी गुरमुटे	सुरक्षा रक्षक	—,,—
१५२	चरणसिंग गेमु राठोड	सुरक्षा रक्षक	—,,—
१५३	बयाजी निकम	सुरक्षा रक्षक	—,,—
१५४	सदाशिव दत्तात्रय कटके	सुरक्षा रक्षक	—,,—
१५५	रोहीदास अंकुश गायकवाड	सुरक्षा रक्षक	—,,—
१५६	महादेव दत्तु अवेहर	सुरक्षा रक्षक	—,,—
१५७	तानाजी गोरखनाथ क्षिरसागर	सुरक्षा रक्षक	—,,—
१५८	तानाजी शंकर टावरे	सुरक्षा रक्षक	—,,—
१५९	प्रदिप अर्जुन कुंजिर	सुरक्षा रक्षक	—,,—
१६०	राजेंद्र सोपान जोशी	सुरक्षा रक्षक	—,,—
१६१	सचिन आनंद गद्रे	सुरक्षा रक्षक	—,,—
१६२	तुकाराम अनंत सलगर	सुरक्षा रक्षक	—,,—
१६३	बाळु यादाजी तारकसे	सुरक्षा रक्षक	—,,—
१६४	विठ्ठल सदाशिव जाधव	सुरक्षा रक्षक	—,,—
१६५	शहाजी भगवान इंदळकर	सुरक्षा रक्षक	—,,—
१६६	बाबु बाळु कायगुडे	सुरक्षा रक्षक	—,,—
१६७	संतोष वामन कोंडे	सुरक्षा रक्षक	—,,—
१६८	सचिन कैलास गदादे	सुरक्षा रक्षक	—,,—
१६९	राहुल सुभाष गायकवाड	सुरक्षा रक्षक	—,,—
१७०	अमरनाथ रंजनधारी शर्मा	सुरक्षा रक्षक	—,,—
१७१	संतोष पवन सिंग	सुरक्षा रक्षक	—,,—
१७२	वामन दामू सरोदे	सुरक्षा रक्षक	—,,—
१७३	सचिन रोशनजमिरखा पठाण	सुरक्षा रक्षक	—,,—
१७४	दिपसिंग भरतलाल धाकड	सुरक्षा रक्षक	—,,—
१७५	ज्ञानेश्वर भगवान अहेर	सुरक्षा रक्षक	—,,—
१७६	शंकर सनाचौबा सिन्हा	सुरक्षा रक्षक	—,,—
१७७	बिमोल सनाहल सिन्हा	सुरक्षा रक्षक	—,,—
१७८	सतिष निवृत्ती धामणकर	सुरक्षा रक्षक	—,,—
१७९	विजय सुभाष गैदादकर	सुरक्षा रक्षक	—,,—
१८०	जीवन विजय परदेशी	सुरक्षा रक्षक	—,,—
१८१	सुनिल बापुराव कोल्हे	सुरक्षा रक्षक	—,,—
१८२	विठ्ठल सदाशिव जाधव	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
१८३	पुरुषोत्तम लक्ष्मणराव ढोके	सुरक्षा रक्षक	मे. वोडाफोन सेल्युलार लि., डीजी अँड एमएससी एरिया, कल्याणीनगर, पुणे.
१८४	विकास फुलचंद जाधव	सुरक्षा रक्षक	—,,—
१८५	संतोष तुकाराम शिंदे	सुरक्षा रक्षक	—,,—
१८६	अनिल विठ्ठल जाधव	सुरक्षा रक्षक	—,,—
१८७	बालाजी सुभाष जमादार	सुरक्षा रक्षक	—,,—
१८८	धोंडीराम पांडुरंग पवार	सुरक्षा रक्षक	—,,—
१८९	विपुल शिवाजी जगताप	सुरक्षा रक्षक	—,,—
१९०	मनोरंजन फकीर नाईक	सुरक्षा रक्षक	—,,—
१९१	गणेश नेतगी शेडगे	सुरक्षा रक्षक	—,,—
१९२	प्रदिप दत्तात्रय चौधरी	सुरक्षा रक्षक	—,,—
१९३	भरत शिवराम गवळी	सुरक्षा रक्षक	—,,—
१९४	राजकिरण मधुकर सातघरे	सुरक्षा रक्षक	—,,—
१९५	संदिपान विनायक पवार	सुरक्षा रक्षक	—,,—
१९६	संजय विष्णु कांबळे	सुरक्षा रक्षक	—,,—
१९७	समीर बबन चंगन	सुरक्षा रक्षक	—,,—
१९८	सागर हनुमान भालेराव	सुरक्षा रक्षक	—,,—
१९९	रामचंद्र दशरथ राऊत	सुरक्षा रक्षक	—,,—
२००	चंद्रकांत हिंदुराव पवार	सुरक्षा रक्षक	—,,—
२०१	गोकुळ विठ्ठल पाटील	सुरक्षा रक्षक	—,,—
२०२	योगेश कृष्णा अस्वले	सुरक्षा रक्षक	—,,—
२०३	कुमार शंकरराव सुर्यवंशी	सुरक्षा रक्षक	—,,—
२०४	सिध्देश्वर मधुकर मोरे	सुरक्षा रक्षक	—,,—
२०५	सिध्देश्वर झुंबर खेंदके	सुरक्षा रक्षक	—,,—
२०६	अशोक देविदास ढाले	सुरक्षा रक्षक	—,,—
२०७	अविनाश भिमराव मुळे	सुरक्षा रक्षक	—,,—
२०८	भाऊसाहेब पोपट गपट	सुरक्षा रक्षक	—,,—
२०९	गणेश दिलीप अडलिंग	सुरक्षा रक्षक	—,,—
२१०	आकाश अशोक भोसले	सुरक्षा रक्षक	—,,—
२११	जालिंदर विठ्ठल मेमाने	सुरक्षा रक्षक	—,,—
२१२	पंडीत भिमराव वाघमारे	सुरक्षा रक्षक	—,,—
२१३	सतिष बापुराव कोरडे	सुरक्षा रक्षक	—,,—
२१४	अजय सदाशिव पायाळ	सुरक्षा रक्षक	—,,—
२१५	प्रदिप व्यंकटराव जाधव	सुरक्षा रक्षक	—,,—
२१६	संदिप रामचंद्र गोफणे	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
२१७	संगीता जाधव	सुरक्षा रक्षक	मे.एमफासिस लि., सायबर सिटी टॉवर, ४था मजला, मगरपट्टा, हडपसर, पुणे.
२१८	नितीन बुकशेट्टी	सुरक्षा रक्षक	—,,—
२१९	गीता मुकुंद खन्ना	सुरक्षा रक्षक	—,,—
२२०	मनोजकुमार पाठक	सुरक्षा रक्षक	—,,—
२२१	प्रदिप सिताराम राठोड	सुरक्षा रक्षक	—,,—
२२२	सर्जेराव निवृत्ती कराड	सुरक्षा रक्षक	—,,—
२२३	अंकुष राजाराम दनाने	सुरक्षा रक्षक	—,,—
२२४	शंकर रामचंद्र कट्टे	सुरक्षा रक्षक	—,,—
२२५	सुभाष जयसिंग चव्हाण	सुरक्षा रक्षक	—,,—
२२६	मशिम जाफर पठाण	सुरक्षा रक्षक	—,,—
२२७	रुपाली विजय माने	सुरक्षा रक्षक	—,,—
२२८	शबाना अमजाद पटेल	सुरक्षा रक्षक	—,,—
२२९	चारुशिला राहुल सांमदोले	सुरक्षा रक्षक	—,,—
२३०	लतिपा हुसेन शेख	सुरक्षा रक्षक	—,,—
२३१	सुरेश जनार्दन सावंत	सुरक्षा रक्षक	—,,—
२३२	फरहान आझम खान	सुरक्षा रक्षक	—,,—
२३३	मेघा मनोज बेंगाले	सुरक्षा रक्षक	—,,—
२३४	लतिका संजय कारले	सुरक्षा रक्षक	—,,—
२३५	दिपमाला सिदाराम गायकवाड	सुरक्षा रक्षक	—,,—
२३६	सागर हरीभाऊ गोडसे	सुरक्षा रक्षक	—,,—
२३७	रामकिसन भिमरा कवाडे	सुरक्षा रक्षक	—,,—
२३८	सचिन बापू मसरे	सुरक्षा रक्षक	—,,—
२३९	बालाजी भारत ओव्हळ	सुरक्षा रक्षक	—,,—
२४०	बाळासाहेब मुरलीधर हिंगमिरे	सुरक्षा रक्षक	—,,—
२४१	अंबिका कैलास गायकवाड	सुरक्षा रक्षक	—,,—
२४२	शहाजी शंकर झुरळे	सुरक्षा रक्षक	—,,—
२४३	अशोक मारीबा गायकवाड	सुरक्षा रक्षक	—,,—
२४४	उषा नारायण पाटील	सुरक्षा रक्षक	—,,—
२४५	मीरा हनुमंत मुळक	सुरक्षा रक्षक	—,,—
२४६	उमेश जीवनधार जगताप	सुरक्षा रक्षक	—,,—
२४७	धिरज रामचंद्र ताजणे	सुरक्षा रक्षक	—,,—
२४८	सगुणा कुंडलिक करदोरे	सुरक्षा रक्षक	—,,—
२४९	सुषमा राजेश पवार	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
२५०	सागर हरी मासळे	सुरक्षा रक्षक	मे. एमफासिस लि., सायबर सिटी टॉवर, ४था मजला, मगरपट्टा, हडपसर, पुणे.
२५१	विशाखा निरंजन गजभिये	सुरक्षा रक्षक	—,,—
२५२	विशाल सुखदेव कापुरे	सुरक्षा रक्षक	—,,—
२५३	मयुर रामेश्वर खुरंगळे	सुरक्षा रक्षक	—,,—
२५४	किशोर हिरालाल कोतावळे	सुरक्षा रक्षक	—,,—
२५५	सुनिता शंकर चिंचोळे	सुरक्षा रक्षक	—,,—
२५६	मिनाक्षी दत्तात्रय कोळी	सुरक्षा रक्षक	—,,—
२५७	निजारा कोच	सुरक्षा रक्षक	—,,—
२५८	अमिना इस्माईल शेख	सुरक्षा रक्षक	—,,—
२५९	ज्योती नागनाथ उपरे	सुरक्षा रक्षक	—,,—
२६०	प्रविण इक्बाल शेख	सुरक्षा रक्षक	—,,—
२६१	गौतम श्रीपती जेना	सुरक्षा रक्षक	—,,—
२६२	संध्या प्रसाद गंगापुरे	सुरक्षा रक्षक	—,,—
२६३	विशाल बाळु अडगळे	सुरक्षा रक्षक	—,,—
२६४	भाऊसो जगन्नाथ नवले	सुरक्षा रक्षक	—,,—
२६५	विजयकुमार कामेश्वर तिवारी	सुरक्षा रक्षक	—,,—
२६६	मारुती धोंडीबा वाघमारे	सुरक्षा रक्षक	—,,—
२६७	सुलभा किरण शिंदे	सुरक्षा रक्षक	—,,—
२६८	रुचिता शेखर भंडारी	सुरक्षा रक्षक	—,,—
२६९	संगिता बापू नेवसे	सुरक्षा रक्षक	—,,—
२७०	अंजली रामधारी यादव	सुरक्षा रक्षक	—,,—
२७१	सुप्रिया यशवंत माने	सुरक्षा रक्षक	—,,—
२७२	रमेश प्रकाश जाडे	सुरक्षा रक्षक	—,,—
२७३	महादेव बाजीराव बोंगळे	सुरक्षा रक्षक	—,,—
२७४	पुंडलिक सुदाम उके	सुरक्षा रक्षक	—,,—
२७५	अमोल सदाशिव यादव	सुरक्षा रक्षक	—,,—
२७६	संगिता संगप्पा बिराजदार	सुरक्षा रक्षक	—,,—
२७७	अनिरुद्ध इंद्रजित रामगुडे	सुरक्षा रक्षक	—,,—
२७८	सोमनाथ रामदास बोराटे	सुरक्षा रक्षक	—,,—
२७९	विद्या किशोर पंडीरकर	सुरक्षा रक्षक	—,,—
२८०	सोनाबाई श्रीमंत जोकरे	सुरक्षा रक्षक	—,,—
२८१	स्वाती प्रकाश अधागळे	सुरक्षा रक्षक	—,,—
२८२	कविता एकनाथ चौधरी	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
२८३	प्रतिभा नंदलाल पाटील	सुरक्षा रक्षक	मे. एमफासिस लि., सायबर सिटी टॉवर, ४था मजला, मगरपट्टा, हडपसर, पुणे.
२८४	वनिता कैलास ढगे	सुरक्षा रक्षक	—,,—
२८५	सविता विष्णु रसाळ	सुरक्षा रक्षक	—,,—
२८६	वैशाली सुभाष भापकर	सुरक्षा रक्षक	—,,—
२८७	कमल कैलाश अहिरे	सुरक्षा रक्षक	—,,—
२८८	जानकी नागेंद्र साहु	सुरक्षा रक्षक	—,,—
२८९	समीना इसलियाक शेख	सुरक्षा रक्षक	—,,—
२९०	उमा सतिष कसबे	सुरक्षा रक्षक	—,,—
२९१	सुवर्णा नारायण गायकवाड	सुरक्षा रक्षक	—,,—
२९२	रफिक मौला बागवान	सुरक्षा रक्षक	मे.आक्सा बिझनेस सर्विसेस प्रा.लि., बंड गार्डन रोड, पुणे.
२९३	हेमंत कांबळे	सुरक्षा रक्षक	—,,—
२९४	सुरज बाळासो पाटील	सुरक्षा रक्षक	—,,—
२९५	शाम बाळु बनसोडे	सुरक्षा रक्षक	—,,—
२९६	अशोक पांडुरंग बुराटे	सुरक्षा रक्षक	—,,—
२९७	दिपक चंद्रकांत हजारे	सुरक्षा रक्षक	—,,—
२९८	अमोल अंकुश मालुसरे	सुरक्षा रक्षक	—,,—
२९९	लक्ष्मण शांताराम गोर	सुरक्षा रक्षक	—,,—
३००	जनुद्दिन शमशोद्दिन शेख	सुरक्षा रक्षक	—,,—
३०१	आदम कसम खान	सुरक्षा रक्षक	—,,—
३०२	अनिल कोंडिराम जाधव	सुरक्षा रक्षक	—,,—
३०३	विपुल उपेंद्र दास	सुरक्षा रक्षक	—,,—
३०४	नवनाथ नाना खरतोडे	सुरक्षा रक्षक	—,,—
३०५	निलेश बाबासो गोगावले	सुरक्षा रक्षक	—,,—
३०६	योगेश श्रीकांत अंबेडे	सुरक्षा रक्षक	—,,—
३०७	ज्ञानोबा विठ्ठल थोरात	सुरक्षा रक्षक	—,,—
३०८	समाधान साहेबराव कोळी	सुरक्षा रक्षक	—,,—
३०९	धनाजीराव भानुदास देसाई	सुरक्षा रक्षक	—,,—
३१०	अनंदा संपत बनसोडे	सुरक्षा रक्षक	—,,—
३११	प्रशांत रघुनाथ चव्हाण	सुरक्षा रक्षक	—,,—
३१२	अरुण रतिलाल अलकुंटे	सुरक्षा रक्षक	—,,—
३१३	भगवान पांडुरंग बुराटे	सुरक्षा रक्षक	—,,—
३१४	रफिक मौला बागवान	सुरक्षा रक्षक	—,,—
३१५	शेशवतार विष्णुकांत गौतम	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
३१६	दत्तात्रय बाबुराव मोरे	सुरक्षा रक्षक	मे.आक्सा बिझनेस सर्विसेस प्रा.लि., बंड गार्डन रोड, पुणे.
३१७	निवास जगन्नाथ कांबळे	सुरक्षा रक्षक	—,,—
३१८	एकनाथ पिंगळे	सुरक्षा रक्षक	—,,—
३१९	हेमंत कांबळे	सुरक्षा रक्षक	—,,—
३२०	भरत नारायणराव लोहार	सुरक्षा रक्षक	—,,—
३२१	अश्विनकुमार तेजभान पांडे	सुरक्षा रक्षक	—,,—
३२२	महादेव गणपत अंबेडे	सुरक्षा रक्षक	—,,—
३२३	सुरज बाळासो पाटील	सुरक्षा रक्षक	—,,—
३२४	सचिन अशोक बोरकर	सुरक्षा रक्षक	—,,—
३२५	शाबीर मौला कवलगी	सुरक्षा रक्षक	—,,—
३२६	जिजाराम सिताराम गायकवाड	सुरक्षा रक्षक	—,,—
३२७	दिपक शांताराम गोरे	सुरक्षा रक्षक	—,,—
३२८	चंद्रकांत शांताराम गोरे	सुरक्षा रक्षक	—,,—
३२९	अशोक पांडुरंग बुराटे	सुरक्षा रक्षक	—,,—
३३०	दिपक चंद्रकांत हजारे	सुरक्षा रक्षक	—,,—
३३१	अमोल अंकुश मालुसरे	सुरक्षा रक्षक	—,,—
३३२	सचिन महादेव शिंदे	सुरक्षा रक्षक	—,,—
३३३	कृष्णा नारायण दारडिगे	सुरक्षा रक्षक	—,,—
३३४	विनोदकुमार तेजभान पांडे	सुरक्षा रक्षक	—,,—
३३५	राहुल मणिक ढावरे	सुरक्षा रक्षक	—,,—
३३६	विलास शिवाजी लांडगे	सुरक्षा रक्षक	—,,—
३३७	उमेश सुरेश पायराम	सुरक्षा रक्षक	—,,—
३३८	सतिश मधुकरराव शेलार	सुरक्षा रक्षक	—,,—
३३९	पवन तुकाराम बावदाणे	सुरक्षा रक्षक	—,,—
३४०	आदम कसम खान	सुरक्षा रक्षक	—,,—
३४१	अनिल कोंडिराम जाधव	सुरक्षा रक्षक	—,,—
३४२	विपुल उपेंद्र दास	सुरक्षा रक्षक	—,,—
३४३	संतोष अरुण फ्रन्सिस	सुरक्षा रक्षक	—,,—
३४४	नवनाथ नाना खरतोडे	सुरक्षा रक्षक	—,,—
३४५	अजय बाळकृष्ण साठे	सुरक्षा रक्षक	—,,—
३४६	मोहासीन शरीफ शेख	सुरक्षा रक्षक	—,,—
३४७	निलेश बाबासो गोगावले	सुरक्षा रक्षक	—,,—
३४८	राजेंद्र धाऊ खरात	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
३४९	ज्ञानोबा विठ्ठल थोरात	सुरक्षा रक्षक	मे.आक्सा बिझिनेस सर्विसेस प्रा.लि., बंड गार्डन रोड, पुणे.
३५०	धनाजीराव भानुदास देसाई	सुरक्षा रक्षक	—,,—
३५१	आनंदा संपत बनसोडे	सुरक्षा रक्षक	—,,—
३५२	बाबा दगडू शिंदे	सुरक्षा रक्षक	—,,—
३५३	सचिन रामदास गोरे	सुरक्षा रक्षक	—,,—
३५४	प्रशांत रघुनाथ चव्हाण	सुरक्षा रक्षक	—,,—
३५५	सलिम यासिन शेख	सुरक्षा रक्षक	—,,—
३५६	तुकाराम शहाजी निरवणे	सुरक्षा रक्षक	—,,—
३५७	अकिल अब्दुल शेख	सुरक्षा रक्षक	—,,—
३५८	महादेव धोंडीबा पवार	सुरक्षा रक्षक	—,,—
३५९	सुधीर गणपत चतुर	सुरक्षा रक्षक	—,,—
३६०	अरुण रतिलाल अलकुंटे	सुरक्षा रक्षक	—,,—
३६१	अविनाश भिवा जाधव	सुरक्षा रक्षक	—,,—
३६२	शिवेंद्रकुमार विरेंद्रकुमार पांडे	सुरक्षा रक्षक	—,,—
३६३	परशुराम नंदप्पा चौहान	सुरक्षा रक्षक	—,,—
३६४	जितेंद्र बापू भंडारे	सुरक्षा रक्षक	—,,—
३६५	मनिष सतपाल मेघा	सुरक्षा रक्षक	—,,—
३६६	भगवान पांडुरंग बुराटे	सुरक्षा रक्षक	—,,—
३६७	शिव हरीसिंग बोहरा	सुरक्षा रक्षक	मे.कॉमाऊ इंडिया प्रा.लि., शिक्रापूर, पुणे नगर रोड, पुणे.
३६८	दादाराव आनंद मोहाडे	सुरक्षा रक्षक	—,,—
३६९	संदिप साहेबराव गायकवाड	सुरक्षा रक्षक	—,,—
३७०	जल्लंदर रोहिदास कांबळे	सुरक्षा रक्षक	—,,—
३७१	संतोष गोपिनाथ गायकवाड	सुरक्षा रक्षक	—,,—
३७२	राजाराम दत्तात्रय सिनलकर	सुरक्षा रक्षक	—,,—
३७३	जनार्दन रामचंद्र पिंगु	सुरक्षा रक्षक	—,,—
३७४	ज्ञानेश्वर केशव ढाके	सुरक्षा रक्षक	—,,—
३७५	राजू अंतून केदारी	सुरक्षा रक्षक	—,,—
३७६	अनरजित पुनवासी यादव	सुरक्षा रक्षक	—,,—
३७७	जयराम अर्जुन सुरवसे	सुरक्षा रक्षक	—,,—
३७८	विजय नामदेव झडते	सुरक्षा रक्षक	—,,—
३७९	दिपक नामदेव ताळे	सुरक्षा रक्षक	—,,—
३८०	सखाराम जगन्नाथ भोसले	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
३८१	विश्वनाथ सुभाष घोडके	सुरक्षा रक्षक	मे.कॉमाऊ इंडिया प्रा.लि., शिक्रापूर, पुणे नगर रोड, पुणे.
३८२	विक्रम बिष्णु माला	सुरक्षा रक्षक	—,,—
३८३	भरत रोहीदास साले	सुरक्षा रक्षक	—,,—
३८४	चंद्रकांत संभुलिंग पाटील	सुरक्षा रक्षक	—,,—
३८५	गणेश धोंडु जाधव	सुरक्षा रक्षक	—,,—
३८६	विलास अनंता लोखंडे	सुरक्षा रक्षक	—,,—
३८७	सोमनाथ बन्सी वाळके	सुरक्षा रक्षक	मे.क्युमिन्स रिसर्च अँड टेक्नॉलॉजी इंडिया लि., ७वा मजला, मारीसॉफ्ट-३, मारीगोल्ड प्रिमायसेस, पुणे.
३८८	सत्यवान दत्तात्रय नाईकनवरे	सुरक्षा रक्षक	—,,—
३८९	एकनाथ पिंगळे	सुरक्षा रक्षक	—,,—
३९०	शहाजी शिंदे	सुरक्षा रक्षक	—,,—
३९१	ज्योतिराम सुखदेव फाळके	सुरक्षा रक्षक	—,,—
३९२	धर्मराज कांबळे	सुरक्षा रक्षक	—,,—
३९३	हरीष राम	सुरक्षा रक्षक	—,,—
३९४	नारायण ज्ञानेश्वर खुडे	सुरक्षा रक्षक	—,,—
३९५	हनुमंत रामचंद्र गेजगे	सुरक्षा रक्षक	—,,—
३९६	पुरन सरावन सिंग	सुरक्षा रक्षक	—,,—
३९७	बसंत कुमार जगन्नाथ तिवारी	सुरक्षा रक्षक	—,,—
३९८	विष्णु बळवंत पाटील	सुरक्षा रक्षक	—,,—
३९९	बिपीन ज्ञानेश्वर नायक	सुरक्षा रक्षक	—,,—
४००	प्रदिप भिकाजी शिंदे	सुरक्षा रक्षक	—,,—
४०१	प्रविणकुमार विष्णुकांत गौतम	सुरक्षा रक्षक	—,,—
४०२	गोविंद नागनाथ शिंदे	सुरक्षा रक्षक	—,,—
४०३	जयश्री अरुण जाधव	सुरक्षा रक्षक	—,,—
४०४	व्यंकटेश साहेबराव भंडारी	सुरक्षा रक्षक	—,,—
४०५	संतोष बाबाराम भोसले	सुरक्षा रक्षक	—,,—
४०६	दत्तात्रय श्रीपती कांबळे	सुरक्षा रक्षक	—,,—
४०७	शशिकांत लक्ष्मण सावंत	सुरक्षा रक्षक	—,,—
४०८	विक्रम दिनकर गायकवड	सुरक्षा रक्षक	—,,—
४०९	व्यंकटप्रसाद संपतराव रालपती	सुरक्षा रक्षक	—,,—
४१०	सुमित्रा संभाजी पवार	सुरक्षा रक्षक	—,,—
४११	सिकंदर अरज अली	सुरक्षा रक्षक	—,,—
४१२	अविनाश गोरक्षनाथ खरात	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
४१३	मोहन गोपाल परीट	सुरक्षा रक्षक	मे.क्युमिन्स रिसर्च अॅण्ड टेक्नॉलॉजी इंडिया लि., ७वा मजला, मारीसॉफ्ट-३, मारीगोल्ड प्रिमायसेस, पुणे.
४१४	ओम प्रकाश गिरी	सुरक्षा रक्षक	—,,—
४१५	बाब दगडू शिंदे	सुरक्षा रक्षक	—,,—
४१६	बाळू अंकुश माने	सुरक्षा रक्षक	—,,—
४१७	कुमार निरज सुर्या सिंग कुमार	सुरक्षा रक्षक	—,,—
४१८	प्रशांत पिरसिंग महाले	सुरक्षा रक्षक	—,,—
४१९	मुकेश किसन गनाला	सुरक्षा रक्षक	—,,—
४२०	मंगलसिंग मदनसिंग परदेशी	सुरक्षा रक्षक	—,,—
४२१	अरविंद तुकाराम दरेकर	सुरक्षा रक्षक	—,,—
४२२	गोरक्षनाथ शिवाजी अडगळे	सुरक्षा रक्षक	—,,—
४२३	सुजाता समिर साळवी	सुरक्षा रक्षक	—,,—
४२४	नितीन पांडुरंग दुबे	सुरक्षा रक्षक	—,,—
४२५	सिलेमन शेखलाल शेख	सुरक्षा रक्षक	—,,—
४२६	सोमनाथ बन्सी वाळके	सुरक्षा रक्षक	—,,—
४२७	सत्यवान दत्तात्रय नाईकनवरे	सुरक्षा रक्षक	—,,—
४२८	एकनाथ पिंगळे	सुरक्षा रक्षक	—,,—
४२९	धर्मराज कांबळे	सुरक्षा रक्षक	—,,—
४३०	हरीष राम	सुरक्षा रक्षक	—,,—
४३१	नारायण ज्ञानेश्वर खुदे	सुरक्षा रक्षक	—,,—
४३२	हनुमंत रामचंद्र गेजगे	सुरक्षा रक्षक	—,,—
४३३	पुरन सरावन सिंग	सुरक्षा रक्षक	—,,—
४३४	विष्णु बळवंत पाटील	सुरक्षा रक्षक	—,,—
४३५	बिपीन ज्ञानेश्वर नायक	सुरक्षा रक्षक	—,,—
४३६	प्रदिप भिकाजी शिंदे	सुरक्षा रक्षक	—,,—
४३७	प्रविण कुमार विष्णुकांत गौतम	सुरक्षा रक्षक	—,,—
४३८	गोविंद नागनाथ शिंदे	सुरक्षा रक्षक	—,,—
४३९	विलास शिवाजी लांडगे	सुरक्षा रक्षक	—,,—
४४०	जयश्री अरुण जाधव	सुरक्षा रक्षक	—,,—
४४१	व्यंकटेश साहेबराव भंडारी	सुरक्षा रक्षक	—,,—
४४२	दत्तात्रय श्रीपती कांबळे	सुरक्षा रक्षक	—,,—
४४३	शशिकांत लक्ष्मण सावंत	सुरक्षा रक्षक	—,,—
४४४	विक्रम दिनकर गायकवाड	सुरक्षा रक्षक	—,,—
४४५	व्यंकटप्रसाद संपतराव रालपती	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
४४६	विकास कांतीलाल काळे	सुरक्षा रक्षक	मे.डीएसएम इंडिया प्रा.लि., एमआयडीसी, रांजणगांव, पुणे.
४४७	संपत दशरथ नवले	सुरक्षा रक्षक	—,,—
४४८	सुनिल यशवानी काळे	सुरक्षा रक्षक	—,,—
४४९	सुहास प्रभाकर किरव	सुरक्षा रक्षक	—,,—
४५०	चांगदेव पोपट जगदाळे	सुरक्षा रक्षक	—,,—
४५१	विनायक मोहन दुदे	सुरक्षा रक्षक	—,,—
४५२	पोपट गणपत पवार	सुरक्षा रक्षक	—,,—
४५३	सुनिल चंद्रकांत इसवे	सुरक्षा रक्षक	—,,—
४५४	दत्तात्रय शांताराम चव्हाण	सुरक्षा रक्षक	—,,—
४५५	कुमार दादु शेलार	सुरक्षा रक्षक	—,,—
४५६	सदाशिव सिताराम पोटे	सुरक्षा रक्षक	—,,—
४५७	अंकुश नारायण टोकलवाड	सुरक्षा रक्षक	—,,—
४५८	भास्कर नामदेव कारखिले	सुरक्षा रक्षक	—,,—
४५९	उत्तम गायकवाड हरिभाऊ	सुरक्षा रक्षक	मे. डीएसएम इंडिया प्रा.लि., एनएसजी आयटी पार्क, औंध, पुणे.
४६०	गणेश कचरु कासार	सुरक्षा रक्षक	—,,—
४६१	चव्हाण देविदास शिवाजी	सुरक्षा रक्षक	—,,—
४६२	आदिक विश्वनाथ घाडे	सुरक्षा रक्षक	मे. फेरेरो इंडिया प्रा.लि., २रा मजला, पेंटागॉन टॉवर-१, मगरपट्टा सिटी, हडपसर, पुणे-४११ ०२८.
४६३	देवांतक अंबादास नलावडे	सुरक्षा रक्षक	—,,—
४६४	आनंद भरत कांबळे	सुरक्षा रक्षक	—,,—
४६५	मल्लिनाथ सुखदेव गायकवाड	सुरक्षा रक्षक	—,,—
४६६	उमाकांत आत्माराम धुमाळ	सुरक्षा रक्षक	मे. आयटीडब्ल्यू इंडिया लि., ९९५/२/१, दिंगराजवाडी, पुणे नगर रोड, सणसवाडी, ता.शिरूर, जि. पुणे.
४६७	निलेश आनंदराव तांबे	सुरक्षा रक्षक	—,,—
४६८	मोहन रमेश इंगोळे	सुरक्षा रक्षक	—,,—
४६९	प्रदिप रमेश इंगोळे	सुरक्षा रक्षक	—,,—
४७०	अजित कारभारी खरडे	सुरक्षा रक्षक	—,,—
४७१	रवि भिमराव तांदळे	सुरक्षा रक्षक	—,,—
४७२	बाबासाहेब दामोदर गवळी	सुरक्षा रक्षक	—,,—
४७३	जालिंदर परशुराम शेळके	सुरक्षा रक्षक	—,,—
४७४	दिलीप एलिओ हलसाना	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
४७५	विकास अशोक रणसिंग	सुरक्षा रक्षक	मे. आयटीडब्ल्यू इंडिया लि., ९९५/२/१, दिंगराजवाडी, पुणे नगर रोड, सणसवाडी, ता. शिरूर, जि. पुणे.
४७६	प्रविण प्रकाश चोपडा	सुरक्षा रक्षक	—,,—
४७७	हनुमंत गिताराम नारके	सुरक्षा रक्षक	—,,—
४७८	महेश जगन्नाथ भंडारे	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., फॅक्टरी, पुणे नगर रोड, सणसवाडी, पुणे.
४७९	सागर बबन गोडसे	सुरक्षा रक्षक	—,,—
४८०	सचिन उत्तम माल्लव	सुरक्षा रक्षक	—,,—
४८१	त्रिंबक अशोक चव्हाण	सुरक्षा रक्षक	—,,—
४८२	सुरेश माहितराम पडवळ	सुरक्षा रक्षक	—,,—
४८३	सुरज दिलीप माने	सुरक्षा रक्षक	—,,—
४८४	सागर रामकृष्ण भोंडवे	सुरक्षा रक्षक	—,,—
४८५	अक्षय सहादु तांबे	सुरक्षा रक्षक	—,,—
४८६	प्रविण सोमनाथ हरपळे	सुरक्षा रक्षक	—,,—
४८७	दत्तात्रय लक्ष्मण शेळके	सुरक्षा रक्षक	—,,—
४८८	तुषार रमेश मालव	सुरक्षा रक्षक	—,,—
४८९	तुकाराम धोंडिबा कांबळे	सुरक्षा रक्षक	—,,—
४९०	पोपट जगन्नाथ माने	सुरक्षा रक्षक	—,,—
४९१	नारके गणपत दत्तोबा	सुरक्षा रक्षक	—,,—
४९२	प्रविण अरुण झोडगे	सुरक्षा रक्षक	—,,—
४९३	निखिल किसन दरेकर	सुरक्षा रक्षक	—,,—
४९४	संतोष दशरथ भालेराव	सुरक्षा रक्षक	—,,—
४९५	प्रशांत अनिल दरेकर	सुरक्षा रक्षक	—,,—
४९६	अंकुश बाळासाहेब गायकवाड	सुरक्षा रक्षक	—,,—
४९७	गोरक्षनाथ सुरेश हंबीर	सुरक्षा रक्षक	—,,—
४९८	राहुल शिवाजी झोडगे	सुरक्षा रक्षक	—,,—
४९९	मंगेश आबा दुबे	सुरक्षा रक्षक	—,,—
५००	शशिकांत रामदास पिसे	सुरक्षा रक्षक	—,,—
५०१	देविदास शामराव शिर्वांगिरीकर	सुरक्षा रक्षक	—,,—
५०२	महादेव केशव शिंदे	सुरक्षा रक्षक	—,,—
५०३	रमेश बाळासाहेब शिवदे	सुरक्षा रक्षक	—,,—
५०४	संदिप धोंडिबा भुजबळ	सुरक्षा रक्षक	—,,—
५०५	कृष्णा शिवाजी डोईफोडे	सुरक्षा रक्षक	—,,—
५०६	विष्णु आत्माराम वाघ	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
५०७	शशिकांत रामदास चितळकर	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., फॅक्टरी, पुणे नगर रोड, सणसवाडी, पुणे.
५०८	दत्तात्रय नामदेव वाळके	सुरक्षा रक्षक	—,,—
५०९	राजेश अण्णा शिंदे	सुरक्षा रक्षक	—,,—
५१०	रामदास कुंडलिक धुमाळ	सुरक्षा रक्षक	—,,—
५११	महादेव किसन अंबिलकर	सुरक्षा रक्षक	—,,—
५१२	राहुल साहेबराव नेहारे	सुरक्षा रक्षक	—,,—
५१३	राजेंद्र शामराव ढोकळे	सुरक्षा रक्षक	—,,—
५१४	शंकर किसन अंबिलकर	सुरक्षा रक्षक	—,,—
५१५	लक्ष्मण वसंत घोलप	सुरक्षा रक्षक	—,,—
५१६	शिवाजी धोंडिराम खेरे	सुरक्षा रक्षक	—,,—
५१७	शिवाजी विठ्ठल थोरात	सुरक्षा रक्षक	—,,—
५१८	नंदकुमार दादाभाऊ कोलपे	सुरक्षा रक्षक	—,,—
५१९	राजेंद्र किसनराव पालवे	सुरक्षा रक्षक	—,,—
५२०	दिपू कुमार सिन्हा	सुरक्षा रक्षक	—,,—
५२१	प्रफुल शेषराव ढोके	सुरक्षा रक्षक	—,,—
५२२	दिनेश अरुणराव मानकर	सुरक्षा रक्षक	—,,—
५२३	रणजित विश्वनाथ ढमढेरे	सुरक्षा रक्षक	—,,—
५२४	लक्ष्मण मोहन पांचाळ	सुरक्षा रक्षक	—,,—
५२५	बिभीषण अंकुश सरवदे	सुरक्षा रक्षक	—,,—
५२६	दिवाकर जागो पाटणकर	सुरक्षा रक्षक	—,,—
५२७	तापेश्वर जगन्नाथ राम	सुरक्षा रक्षक	—,,—
५२८	समिम हऊक मुजुमदार	सुरक्षा रक्षक	—,,—
५२९	महिंद्रा नारायण गवारी	सुरक्षा रक्षक	—,,—
५३०	चंद्रकांत बाळासाहेब भोसले	सुरक्षा रक्षक	—,,—
५३१	हिरामण साहेबराव लोखंडे	सुरक्षा रक्षक	—,,—
५३२	सतिष पांडुरंग ढमढेरे	सुरक्षा रक्षक	—,,—
५३३	दिपक रजनिकांत पवार	सुरक्षा रक्षक	—,,—
५३४	सुनिल ज्ञानदेव पवार	सुरक्षा रक्षक	—,,—
५३५	दिपक नारायण मानेकर	सुरक्षा रक्षक	—,,—
५३६	संजीव कुमार साजन बिंदेश्वरी	सुरक्षा रक्षक	—,,—
५३७	सचि हरिभाऊ भंडारे	सुरक्षा रक्षक	—,,—
५३८	नंदकुमार दादाभाऊ कोलपे	सुरक्षा रक्षक	—,,—
५३९	अंबादास भाऊसाहेब शेते	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
५४०	विनोद गोविंद जाधव	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., फॅक्टरी, पुणे नगर रोड, सणसवाडी, पुणे.
५४१	संतोष एकनाथ सोनावणे	सुरक्षा रक्षक	—,,—
५४२	संजय विजयराव घारे	सुरक्षा रक्षक	—,,—
५४३	विशाल नामदेव जाधव	सुरक्षा रक्षक	—,,—
५४४	दत्तात्रय नारायण भालेराव	सुरक्षा रक्षक	—,,—
५४५	संजय यादव गायकवाड	सुरक्षा रक्षक	—,,—
५४६	संतोष पिराजी नेपटे	सुरक्षा रक्षक	—,,—
५४७	विजय लाला पाटील	सुरक्षा रक्षक	—,,—
५४८	सचिन भुजंगराव वानखेडे	सुरक्षा रक्षक	—,,—
५४९	किसन बबन गुंजाळ	सुरक्षा रक्षक	—,,—
५५०	मंगेश फक्कड गवारी	सुरक्षा रक्षक	—,,—
५५१	श्रीकांत गोविंद नारके	सुरक्षा रक्षक	—,,—
५५२	संतोष मारुती शिंदे	सुरक्षा रक्षक	—,,—
५५३	सोनु आत्तमाराम साबळे	सुरक्षा रक्षक	—,,—
५५४	लक्ष्मण श्रावण बन्सी	सुरक्षा रक्षक	—,,—
५५५	राजेंद्र बाबुराव नवले	सुरक्षा रक्षक	—,,—
५५६	किशोर मनोहर देवचव्के	सुरक्षा रक्षक	—,,—
५५७	गजानन आत्माराम कात्यायनी	सुरक्षा रक्षक	—,,—
५५८	सचिन सौदागर ससाणे	सुरक्षा रक्षक	—,,—
५५९	राजाराम हरिश्चंद्र आवारी	सुरक्षा रक्षक	—,,—
५६०	लक्ष्मण सावकार शेलार	सुरक्षा रक्षक	—,,—
५६१	रामेश्वर रतनजी गोडघासे	सुरक्षा रक्षक	—,,—
५६२	अशोक वसंत दिंदे	सुरक्षा रक्षक	—,,—
५६३	ज्ञानदेव नानाभाऊ बोराडे	सुरक्षा रक्षक	—,,—
५६४	देविदास निवृत्ती झिंजुरे	सुरक्षा रक्षक	—,,—
५६५	देविदास सदाशिव बोराडे	सुरक्षा रक्षक	—,,—
५६६	संतोष रामाधन गायकवाड	सुरक्षा रक्षक	—,,—
५६७	सुनिल सुरेश उमप	सुरक्षा रक्षक	—,,—
५६८	संजय नागोराव बनकर	सुरक्षा रक्षक	—,,—
५६९	बाबुराव अश्रुबा पंढारे	सुरक्षा रक्षक	—,,—
५७०	वैभव नामदेव गिरमकर	सुरक्षा रक्षक	—,,—
५७१	नझिरभाई लालभाई इनामदार	सुरक्षा रक्षक	—,,—
५७२	रवि मनोहर खोडके	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
५७३	सुभाष बळीराम राठोड	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., फॅक्टरी, पुणे नगर रोड, सणसवाडी, पुणे.
५७४	सागर रामकृष्ण भोंडवे	सुरक्षा रक्षक	—,,—
५७५	भिमा फकिरा जाधव	सुरक्षा रक्षक	—,,—
५७६	सुनिल अंबादास कदम	सुरक्षा रक्षक	—,,—
५७७	नितीन पुरन ढेरंगे	सुरक्षा रक्षक	—,,—
५७८	गीता अंबादास येमुल	सुरक्षा रक्षक	—,,—
५७९	भाऊराव अश्रु सुरवसे	सुरक्षा रक्षक	—,,—
५८०	अशोक महेंद्र तळेकर	सुरक्षा रक्षक	—,,—
५८१	भागवत विठोबा चव्हाण	सुरक्षा रक्षक	—,,—
५८२	विजय सदाशिव गोडसे	सुरक्षा रक्षक	—,,—
५८३	वामन कचरु धावसे	सुरक्षा रक्षक	—,,—
५८४	लमण धोंडीराम चव्हाण	सुरक्षा रक्षक	—,,—
५८५	राहुल रमेश धुमाळ	सुरक्षा रक्षक	—,,—
५८६	ज्ञानेश्वर फकिरा मस्के	सुरक्षा रक्षक	—,,—
५८७	विश्वास गेनभाऊ थिटे	सुरक्षा रक्षक	—,,—
५८८	सतिष अप्पासो गव्हाणे	सुरक्षा रक्षक	—,,—
५८९	अनिल भगवानराव चोपडे	सुरक्षा रक्षक	—,,—
५९०	विजय शंकर वाघ	सुरक्षा रक्षक	—,,—
५९१	बाळासाहेब शंकर पाटील	सुरक्षा रक्षक	—,,—
५९२	गजानन संपत खोडके	सुरक्षा रक्षक	—,,—
५९३	प्रकाश ज्ञानेश्वर डफळ	सुरक्षा रक्षक	—,,—
५९४	दिपक अण्णा शिंदे	सुरक्षा रक्षक	—,,—
५९५	सुजितुल रोहमान मोनफर लासकर	सुरक्षा रक्षक	—,,—
५९६	विलास बबन वायदांडे	सुरक्षा रक्षक	—,,—
५९७	दिनकर शंकर पाटील	सुरक्षा रक्षक	—,,—
५९८	सीमा चिंतामणी विधाते	सुरक्षा रक्षक	—,,—
५९९	अभिनंदन विनोद सिंग	सुरक्षा रक्षक	—,,—
६००	जालिंदर महादेव नागरगोजे	सुरक्षा रक्षक	—,,—
६०१	साजन चंद्रभान इलग	सुरक्षा रक्षक	—,,—
६०२	कृष्णात ज्ञानदेव जाधव	सुरक्षा रक्षक	—,,—
६०३	सुनिल बाळकृष्ण पांडे	सुरक्षा रक्षक	—,,—
६०४	दगडू श्रीराम परदेशी	सुरक्षा रक्षक	—,,—
६०५	अभिषेक विनोद सिंग	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
६०६	महेश रामदास साबळे	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., फॅक्टरी, पुणे नगर रोड, सणसवाडी, पुणे.
६०७	दत्तात्रय बाबुशा खैरे	सुरक्षा रक्षक	—,,—
६०८	दत्तात्रय शिवाजी कासार	सुरक्षा रक्षक	—,,—
६०९	किरण सखाराम साळुंखे	सुरक्षा रक्षक	—,,—
६१०	भाऊसाहेब जनार्दन परे	सुरक्षा रक्षक	—,,—
६११	गुळवे जसराज रामहरी	सुरक्षा रक्षक	—,,—
६१२	महादेव किसन आंबिलकर	सुरक्षा रक्षक	—,,—
६१३	संभाजी शिवाजी सुर्यवंशी	सुरक्षा रक्षक	—,,—
६१४	नंदभाऊ राजेंद्र तांबे	सुरक्षा रक्षक	—,,—
६१५	मिताजी भाऊसाहेब कुलाल	सुरक्षा रक्षक	—,,—
६१६	कारभारी महादेव गव्हाणे	सुरक्षा रक्षक	—,,—
६१७	संतोष महादेव गव्हाणे	सुरक्षा रक्षक	—,,—
६१८	राजेंद्र व्यंकट जाधव	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., मगरपट्टा सिटी, हडपसर, पुणे.
६१९	राहुल तुकाराम चव्हाण	सुरक्षा रक्षक	—,,—
६२०	शिवशांत रामदास आवरे	सुरक्षा रक्षक	—,,—
६२१	दत्ता महादेव विघ्ने	सुरक्षा रक्षक	—,,—
६२२	नवनाथ उत्तम जाधव	सुरक्षा रक्षक	—,,—
६२३	भागवत ज्ञानदेव विघ्ने	सुरक्षा रक्षक	—,,—
६२४	बसप्पा अब्बाई	सुरक्षा रक्षक	—,,—
६२५	संजय मोरे रामचंद्र	सुरक्षा रक्षक	—,,—
६२६	सुर्यकांत शंकरराव बिरादार	सुरक्षा रक्षक	—,,—
६२७	वैजनाथ पांडुरंग वरकड	सुरक्षा रक्षक	—,,—
६२८	लक्ष्मण राजाराम बोंबडे	सुरक्षा रक्षक	—,,—
६२९	संतोष विश्वनाथ सादिगले	सुरक्षा रक्षक	—,,—
६३०	सुभाष जगन्नाथ काकडे	सुरक्षा रक्षक	—,,—
६३१	अप्पासो मारुती पाटील	सुरक्षा रक्षक	—,,—
६३२	रमेश फुलचंद बिराजदार	सुरक्षा रक्षक	—,,—
६३३	राजेंद्र व्यंकट जाधव	सुरक्षा रक्षक	—,,—
६३४	राहुल तुकाराम गायकवाड	सुरक्षा रक्षक	—,,—
६३५	शिवशांत रामदास आवरे	सुरक्षा रक्षक	—,,—
६३६	राछय्या शिवराज स्वामी	सुरक्षा रक्षक	—,,—
६३७	दत्ता महादेव घोडके	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
६३८	तिप्पण्णा निलाप्पा गडेकर	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., मगरपट्टा सिटी, हडपसर, पुणे
६३९	अमोल बलभिम पोळळे	सुरक्षा रक्षक	—,,—
६४०	विजय ज्योतिराम साठे	सुरक्षा रक्षक	—,,—
६४१	गणेश दिलीप घोडगे	सुरक्षा रक्षक	—,,—
६४२	स्वप्नाली रामदास यादव	सुरक्षा रक्षक	—,,—
६४३	उत्तेश्वर भानुदास लोंढे	सुरक्षा रक्षक	—,,—
६४४	दिपु कुमार सिन्हा	सुरक्षारक्षक	—,,—
६४५	नवनाथ उत्तम जाधव	सुरक्षा रक्षक	—,,—
६४६	इनुस इब्राहिम शेख	सुरक्षा रक्षक	—,,—
६४७	निलकंठ किरण घुले	सुरक्षा रक्षक	—,,—
६४८	संजय दादु बागे	सुरक्षा रक्षक	—,,—
६४९	शिवकुमार विंध्यावासिनी पांडे	सुरक्षा रक्षक	—,,—
६५०	श्रीहरी रामकृष्ण लोखंडे	सुरक्षा रक्षक	—,,—
६५१	प्रविण आनंदराव वाघमोडे	सुरक्षा रक्षक	—,,—
६५२	विनोद अशोक बोरकर	सुरक्षा रक्षक	—,,—
६५३	भागवत ज्ञानदेव विघ्ने	सुरक्षा रक्षक	—,,—
६५४	माधुरी सोमनाथ ढाकणे	सुरक्षा रक्षक	—,,—
६५५	लक्ष्मण राजाराम बोबडे	सुरक्षा रक्षक	—,,—
६५६	अण्णासो पंढरीनाथ पवार	सुरक्षा रक्षक	—,,—
६५७	संतोष तात्याबा शितोळे	सुरक्षा रक्षक	—,,—
६५८	राजेंद्र व्यंकट जाधव	सुरक्षा रक्षक	—,,—
६५९	मीना मारुती कदम	सुरक्षा रक्षक	—,,—
६६०	राहुल तुकाराम चव्हाण	सुरक्षा रक्षक	—,,—
६६१	शिवशांत रामदास आवरे	सुरक्षा रक्षक	—,,—
६६२	राछय्या शिवराज स्वामी	सुरक्षा रक्षक	—,,—
६६३	दत्ता महादेव घोडके	सुरक्षा रक्षक	—,,—
६६४	दिपक ज्ञानदेव सागर	सुरक्षा रक्षक	—,,—
६६५	तिप्पण्णा निलाप्पा गडेकर	सुरक्षा रक्षक	—,,—
६६६	अमोल लभिम पोळळे	सुरक्षा रक्षक	—,,—
६६७	गणेश दिलीप घाडगे	सुरक्षा रक्षक	—,,—
६६८	रझाक रसुल सुभेदार	सुरक्षा रक्षक	—,,—
६६९	सिध्देश्वर श्रीमंत शेळके	सुरक्षा रक्षक	—,,—
६७०	उत्तेश्वर भानुदास लोंढे	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
६७१	दिपु कुमार सिन्हा	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., मगरपट्टा सिटी, हडपसर, पुणे.
६७२	प्रशांत दुंडप्पा सदुपाटील	सुरक्षा रक्षक	—,,—
६७३	सत्री म गायकवाड	सुरक्षा रक्षक	—,,—
६७४	नवनाथ उत्तम जाधव	सुरक्षा रक्षक	—,,—
६७५	निलकंठ किरण घुले	सुरक्षा रक्षक	—,,—
६७६	देविदास शहाजी देवकर	सुरक्षा रक्षक	—,,—
६७७	श्रीहरी रामकृष्ण लोखंडे	सुरक्षा रक्षक	—,,—
६७८	विनोद अशोक बोरकर	सुरक्षा रक्षक	—,,—
६७९	भागवत ज्ञानदेव विघ्ने	सुरक्षा रक्षक	—,,—
६८०	बसप्पा आब्बाई	सुरक्षा रक्षक	—,,—
६८१	जीवन श्रीपतराव बावणे	सुरक्षा रक्षक	—,,—
६८२	संजय ज्ञानेश्वर खाडे	सुरक्षा रक्षक	—,,—
६८३	महादेव दत्तु अवचार	सुरक्षा रक्षक	—,,—
६८४	मीना सुभाष शिंदे	सुरक्षा रक्षक	—,,—
६८५	संजय नामदेव धुमाळ	सुरक्षा रक्षक	—,,—
६८६	रामचंद्र धोंडिबा धोत्रे	सुरक्षा रक्षक	—,,—
६८७	सुर्यकांत शंकरराव बिरादार	सुरक्षा रक्षक	—,,—
६८८	अजित बाबासाहेब दवणे	सुरक्षा रक्षक	—,,—
६८९	संतोष विश्वनाथ सादिगले	सुरक्षा रक्षक	—,,—
६९०	सुभाष जगन्नाथ काकडे	सुरक्षा रक्षक	—,,—
६९१	अप्पासो मारुती पाटील	सुरक्षा रक्षक	—,,—
६९२	अण्णासो पंढरीनाथ पवार	सुरक्षा रक्षक	—,,—
६९३	रमेश फुलचंद बिराजदार	सुरक्षा रक्षक	—,,—
६९४	धनराज जिभाऊ खैरनार	सुरक्षा रक्षक	—,,—
६९५	महेंद्र मोनी सिन्हा	सुरक्षा रक्षक	—,,—
६९६	गणेश विजय काळभोर	सुरक्षा रक्षक	—,,—
६९७	सिध्दराम भिमाण्णा खद्दा	सुरक्षा रक्षक	—,,—
६९८	किरण परशराम सावळे	सुरक्षा रक्षक	—,,—
६९९	दिपक ज्ञानदेव सागर	सुरक्षा रक्षक	—,,—
७००	विकास अप्पा साळुंगे	सुरक्षा रक्षक	—,,—
७०१	विजय ज्योतीराम साठे	सुरक्षा रक्षक	—,,—
७०२	रझाक रसुल सुभेदार	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
७०३	सिध्देश्वर श्रीमंत शेळके	सुरक्षा रक्षक	मे.जॉन डिरे इंडिया प्रा.लि., मगरपट्टा सिटी, हडपसर, पुणे.
७०४	उत्तेश्वर भानुदास लोंढे	सुरक्षा रक्षक	—,,—
७०५	अमर बाळु आठवले	सुरक्षा रक्षक	—,,—
७०६	गणेश परमेश्वर खरात	सुरक्षा रक्षक	—,,—
७०७	सत्येन खिरोगोपाल सिन्हा	सुरक्षा रक्षक	—,,—
७०८	सत्री उत्तम गायकवाड	सुरक्षा रक्षक	—,,—
७०९	संजय दादु बागे	सुरक्षा रक्षक	—,,—
७१०	समाधान राजेंद्र घोगरे	सुरक्षा रक्षक	—,,—
७११	भागवत दिगंबर चाबुकस्वार	सुरक्षा रक्षक	—,,—
७१२	संजय मोहिते	सुरक्षा रक्षक	—,,—
७१३	शिवपुत्र बिराजदार	सुरक्षा रक्षक	—,,—
७१४	धनाजी दत्तु माने	सुरक्षा रक्षक	—,,—
७१५	अजय कुमार तिवारी	सुरक्षा रक्षक	—,,—
७१६	जीवन श्रीपतराव बावणे	सुरक्षा रक्षक	—,,—
७१७	संतोष उत्तम चौधरी	सुरक्षा रक्षक	—,,—
७१८	माधुरी सोमनाथ ढाकणे	सुरक्षा रक्षक	—,,—
७१९	रामचंद्र धोंडिबा धोत्रे	सुरक्षा रक्षक	—,,—
७२०	विजयनाथ पांडुरंग वरकड	सुरक्षा रक्षक	—,,—
७२१	अजित बाबासाहेब दवणे	सुरक्षा रक्षक	—,,—
७२२	संतोष विश्वनाथ सादिगले	सुरक्षा रक्षक	—,,—
७२३	अप्पासो मारुती पाटील	सुरक्षा रक्षक	—,,—
७२४	संतोष तात्याबा शितोळे	सुरक्षा रक्षक	—,,—
७२५	रमेश फुलचंद बिराजदार	सुरक्षा रक्षक	—,,—
७२६	वैजनाथ बन्सी निकम	सुरक्षा रक्षक	—,,—
७२७	ज्ञानेश्वर बापु मासरे	सुरक्षा रक्षक	—,,—
७२८	प्रमोद महादेव सावंत	सुरक्षा रक्षक	—,,—
७२९	अंबिका श्रीमंत जोकरे	सुरक्षा रक्षक	—,,—
७३०	रमेश गणपत गायकवाड	सुरक्षा रक्षक	—,,—
७३१	शशिल रामदास काळभोर	सुरक्षा रक्षक	—,,—
७३२	महेंद्र मोनी सिन्हा	सुरक्षा रक्षक	—,,—
७३३	उमेश हनुमंत जावणे	सुरक्षा रक्षक	—,,—
७३४	संदिप अश्रुबा आंधळे	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
७३५	निलकंठ बोरकर	सुरक्षा रक्षक	मे.कल्याणी थर्मल सिस्टिम लि., इ-८४५, एमआयडीसी, राणगांव, व्हिलेज-कोरेगांव, शिरूर, पुणे.
७३६	श्रावण बाजीराव बंडे	सुरक्षा रक्षक	—,,—
७३७	भरत दामू ठणगे	सुरक्षा रक्षक	—,,—
७३८	सतिष बाबुराव पावसे	सुरक्षा रक्षक	—,,—
७३९	दत्तात्रय ज्ञानेश्वर शेलार	सुरक्षा रक्षक	—,,—
७४०	दगडू कुंडलिक पंढारे	सुरक्षा रक्षक	—,,—
७४१	नितीन भाऊसाहेब बारकडे	सुरक्षा रक्षक	—,,—
७४२	चांगदेव बाळू शेळके	सुरक्षा रक्षक	—,,—
७४३	गोरख भास्कर पवार	सुरक्षा रक्षक	—,,—
७४४	सचिन बाळासाहेब काळे	सुरक्षा रक्षक	—,,—
७४५	अरुण बाळासाहेब काळे	सुरक्षा रक्षक	—,,—
७४६	चंद्रकांत लक्ष्मण शिर्के	सुरक्षा रक्षक	—,,—
७४७	रामदास चंद्रकांत चोरगे	सुरक्षा रक्षक	—,,—
७४८	संभाजी शिवाजी सत्रस	सुरक्षा रक्षक	—,,—
७४९	मारुती पांडुरंग ढोले	सुरक्षा रक्षक	—,,—
७५०	संतोष बाळु चाळके	सुरक्षा रक्षक	—,,—
७५१	विजयकुमार अंकुशराव सत्रस	सुरक्षा रक्षक	—,,—
७५२	गणेश साहेबराव राजगुरु	सुरक्षा रक्षक	—,,—
७५३	वस्मिन लतिफ मुलानी	सुरक्षा रक्षक	—,,—
७५४	सुर्यकांत बोडके राजाराम	सुरक्षा रक्षक	मे.लार्सन अॅण्ड टुब्रो इन्फोटेक लि., सर्वे नं.१५४/६, राजीव गांधी इन्फोटेक पार्क, हिंजेवाडी, फेज-१, पुणे-४११ ०५७.
७५५	रविंद्र शाम सिंग	सुरक्षा रक्षक	—,,—
७५६	अविनाश विजयकुमार पाठक	सुरक्षा रक्षक	—,,—
७५७	अविनाश विजयकुमार पाठक	सुरक्षा रक्षक	—,,—
७५८	जयप्रकाश राजबालम राय	सुरक्षा रक्षक	मे.लार्सन अॅण्ड टुब्रो इन्फोटेक लि., सर्वे नं.१५४/६, राजीव गांधी इन्फोटेक पार्क, हिंजेवाडी, फेज-१, पुणे-४११ ०५७.
७५९	मंगेश मोहन सावंत	सुरक्षा रक्षक	—,,—
७६०	मंगेश मोहन सावंत	सुरक्षा रक्षक	—,,—
७६१	अंकुश तुकाराम कोळी	सुरक्षा रक्षक	—,,—
७६२	विनोदकुमार श्रीराम शिरोमणी चौबे	सुरक्षा रक्षक	—,,—
७६३	अनिता रामजी गुप्ता	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
७६४	विनायक ज्योतीराम कावेंकर	सुरक्षा रक्षक	मे.लार्सन अॅण्ड टुब्रो इन्फोटेक लि., सर्वे नं.१५४/६, राजीव गांधी इन्फोटेक पार्क, हिंजेवाडी, फेज-१, पुणे-४११ ०५७.
७६५	विनायक ज्योतीराम कावेंकर	सुरक्षा रक्षक	—,,—
७६६	रविंद्र राजाराम मदन	सुरक्षा रक्षक	—,,—
७६७	रविंद्र राजाराम मदन	सुरक्षा रक्षक	—,,—
७६८	बालाजी गणपतराव सातपुरे	सुरक्षा रक्षक	—,,—
७६९	मकृष्ण बिरदाराम वर्मा	सुरक्षा रक्षक	—,,—
७७०	प्रविण जुदिश नगर	सुरक्षा रक्षक	—,,—
७७१	सत्री संजय शिंदे	सुरक्षा रक्षक	—,,—
७७२	सत्री संजय शिंदे	सुरक्षा रक्षक	—,,—
७७३	भानुदास हरिभाऊ बुंदे	सुरक्षा रक्षक	मे.एमडब्ल्यूव्ही वडको इंडिया प्रा.लि., बी-२४, रांजणगांव एमआयडीसी, ता.शिरूर, जि.पुणे.
७७४	प्रविण वसंतराव चव्हाण	सुरक्षा रक्षक	—,,—
७७५	सखाराम लहानु साळवे	सुरक्षा रक्षक	—,,—
७७६	श्रीकांत विठ्ठल लोखंडे	सुरक्षा रक्षक	—,,—
७७७	देवेंद्र बबन कापरे	सुरक्षा रक्षक	—,,—
७७८	सचिन सखाराम पांगे	सुरक्षा रक्षक	—,,—
७७९	दादाभाऊ कारभारी काळे	सुरक्षा रक्षक	—,,—
७८०	राजेंद्र भाऊसाहेब बोन्हाडे	सुरक्षा रक्षक	—,,—
७८१	विठ्ठल पोपट भोईटे	सुरक्षा रक्षक	—,,—
७८२	नितीन यशवंत करंजुळे	सुरक्षा रक्षक	—,,—
७८३	बाबाजी मोहन दुंदे	सुरक्षा रक्षक	—,,—
७८४	संजय परशुराम भुजबळ	सुरक्षा रक्षक	मे.सुलझर इंडिया लि., कोंढपुरी, ता.शिरूर, पुणे-नगर रोड, पुणे-४१२ २०९
७८५	संदिप सुभाष नारके	सुरक्षा रक्षक	—,,—
७८६	जयसिंग बाळासाहेब गव्हाणे	सुरक्षा रक्षक	—,,—
७८७	सुनिल साबळे पांडुरंग	सुरक्षा रक्षक	—,,—
७८८	कैलास सुधाकर ठेगणे	सुरक्षा रक्षक	—,,—
७८९	रमाकांत श्रीभादेश्वर चौधरी	सुरक्षा रक्षक	—,,—
७९०	विजय जाधव	सुरक्षा रक्षक	—,,—
७९१	दरवडे भरत आनंद	सुरक्षा रक्षक	—,,—
७९२	गणेश बाळासाहेब केवट	सुरक्षा रक्षक	—,,—

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(१)	(२)	(३)	(४)
७९३	विनोद बाळासाहेब घोलप	सुरक्षा रक्षक	मे.सुलझर इंडिया लि., कोंढपुरी, ता.शिरूर, पुणे-नगर रोड, पुणे-४१२ २०९
७९४	रोहिदास कांतिलाल वडघुले	सुरक्षा रक्षक	—,,—
७९५	सचिन दत्तात्रय नागावडे	सुरक्षा रक्षक	—,,—
७९६	नंदकुमार किसन रणपिसे	सुरक्षा रक्षक	—,,—
७९७	मुकेश मच्छिंद्र दोंडकर	सुरक्षा रक्षक	—,,—
७९८	राहुल पांडुरंग धोत्रे	सुरक्षा रक्षक	—,,—
७९९	रितेश धनंजय सिंग	सुरक्षा रक्षक	—,,—
८००	अर्जुन मल्हारी केंजाळे	सुरक्षा रक्षक	—,,—
८०१	किसन कांतिलाल चव्हाण	सुरक्षा रक्षक	—,,—
८०२	महेंद्र बबन गुंजाळ	सुरक्षा रक्षक	—,,—
८०३	तुषार शिवाजी लोखंडे	सुरक्षा रक्षक	—,,—
८०४	संतोष फत्तेसिंग दंडवते	सुरक्षा रक्षक	—,,—
८०५	अशोक माणिक मोरे	सुरक्षा रक्षक	—,,—
८०६	सचिन सितारम चौधरी	सुरक्षा रक्षक	—,,—
८०७	प्रदिप सुर्यकांत भंडारी	सुरक्षा रक्षक	—,,—
८०८	रुपेश भाऊ रासकर	सुरक्षा रक्षक	—,,—
८०९	गणेश गोपीनाथ नारके	सुरक्षा रक्षक	—,,—
८१०	विठ्ठल बाळासाहेब दरवडे	सुरक्षा रक्षक	—,,—
८११	सदिप पांडुरंग महाडिक	सुरक्षा रक्षक	—,,—
८१२	प्रणव अर्जुन सादिगले	सुरक्षा रक्षक	—,,—
८१३	बाबु अन्वर बैग	सुरक्षा रक्षक	मे.पराग मिल्क फुड्स प्रा.लि., अवसारी फाटा, पो.मंचर, पुणे-४१० ५०३
८१४	प्रविण किंकाळे विष्णु	सुरक्षा रक्षक	—,,—
८१५	राजाराम चतुर विष्णु	सुरक्षा रक्षक	—,,—
८१६	गणेश मधुकर मुळे	सुरक्षा रक्षक	—,,—
८१७	अनिल नटराज जाधव	सुरक्षा रक्षक	—,,—
८१८	विनोद बाबु कोळी	सुरक्षा रक्षक	—,,—
८१९	रमेश विष्णु हजारे	सुरक्षा रक्षक	—,,—
८२०	किरण सुभाष दळवी	सुरक्षा रक्षक	—,,—
८२१	श्रीरंग संजय गडेकर	सुरक्षा रक्षक	—,,—
८२२	दिनेश लक्ष्मण गायकवाड	सुरक्षा रक्षक	—,,—
८२३	संदिप रामनाथ सुपे	सुरक्षा रक्षक	—,,—
८२४	अनिल गंगाराम भांड	सुरक्षा रक्षक	—,,—

अनुसूची-समाप्त.

(१)	(२)	(३)	(४)
८२५	देवराम धोंडु झाडे	सुरक्षा रक्षक	मे.पराग मिल्क फुड्स प्रा.लि., अवसारी फाटा, पो. मंचर, पुणे ४१० ५०३
८२६	गोरक्ष शांताराम घनवट	सुरक्षा रक्षक	—,,—
८२७	संदिप राजाराम बिडकर	सुरक्षा रक्षक	—,,—
८२८	मच्छिंद्र भानुपती गडाख	सुरक्षा रक्षक	—,,—
८२९	साईनाथ नटराज जाधव	सुरक्षा रक्षक	—,,—
८३०	गिरीष पांडुरंग मुंढे	सुरक्षा रक्षक	—,,—
८३१	अमोल लालु गाडे	सुरक्षा रक्षक	—,,—
८३२	ज्ञानेश्वर बाळु गडाख	सुरक्षा रक्षक	—,,—
८३३	सदाशिव रामचंद्र हवालदार	सुरक्षा रक्षक	मे.केलॉग ब्राऊन अँड रुट अँड कन्स्ट्रक्शन इंडिया प्रा.लि., ३०२/३०३, पेंटागॉन-१, मगरपट्टा सिटी, पुणे.
८३४	दिपक संपतराव लेंभे	सुरक्षा रक्षक	—,,—

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची २

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा रक्षक एजन्सी (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

(अ) गणवेश प्रत्येक वर्षाला २ जोड.

(ब) चामडी बूट प्रत्येक वर्षात १ जोड.

(क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पॅट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरित्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “ क ” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.**— (अ) **त्रैमासिक विवरणपत्र.**— मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्यांच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “ अ ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) **सहामाही विवरणपत्र.**— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ब” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यांत तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) **वार्षिक विवरणपत्र.**— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ड” मध्ये दरवर्षी ३० जूनपर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्यनिर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलानाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूटप्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूटप्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूटप्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूटप्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतेवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशा प्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरी कार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्यावेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. **एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.**

१७. **सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.**

१८. **मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहील. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहील.**

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्क्यांहून अधिक असणार नाही इतका अधिभार दंडाच्या रूपाने मंडळाकडे भरील.

१९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.

२०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्यनिर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, रजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यांसाठी विनियमित केले जाईल निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूटप्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना ' अ '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुदा).

नमुना ' ब '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुदा).

नमुना 'क'

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक व दिनांक	रक्कम
(१)	(२)	(३)	(४)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना 'ड'

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्यनिर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,

कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/CR-129/LAB-5, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Hutatma Rajguru Chowk, Madam Cama Road, Mantralaya,
Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA.2014/C.R. 129/LAB-5.— Whereas, certain Security Guards whose names are mentioned in Column (2) of Schedule-I appended hereto (hereinafter referred to as “the said Security Guards”), employed with the Principal Employer mentioned in Column (4) of the said Schedule-I employed by M/s. G4S Secure Solutions (India) Pvt. Ltd., Lunkad Tower, 4th Floor, Plot No. 3, Ganapati Chowk, Viman Nagar, Pune 411 014 (Dist. Pune) and owner Shri A. M. Suryavanshi have applied for grant of exemption, under section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “the said Scheme”) ;

And whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme ;

Now, therefore, in exercise of powers conferred by section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication of this notification in *Official Gazette*, subject to conditions specified in Schedule-II appended hereto :—

Schedule I

Sr. No.	Name of Employee	Class	Name and address of Principal Employer
(1)	(2)	(3)	(4)
1	Manoj Vikrama Yadav	Security Guard	M/s. Black & Veatch Consulting Pvt. Ltd., Commerce Zone, Jail Road, Yerawada, Pune.
2	Sanjay Surybhan Chandel	Security Guard	—,—
3	Rohidas Shivaji Patole	Security Guard	—,—
4	Santosh Shivaji Gaikwad	Security Guard	M/s. ECS Infosolutions Pvt. Ltd. Building No. 2, 2nd Floor, Commerce Zone, Off Air Port Road, Yerawada, Pune.
5	Ram Ashish Nandu Yadav	Security Guard	—,—
6	Fharukh Yakub Khan	Security Guard	—,—

Schedule—Contd.

(1)	(2)	(3)	(4)
7	Dilip Ashok Mare	Security Guard	M/s. Hindustan Coca-Cola Beverage Pvt. Ltd., Plot 1107, 1110 Mulshi Road, Pirrangut, Taluka Mulshi, Pune.
8	Kuldip Chetry Merman	Security Guard	—,,—
9	Nand Kumar Jatkar	Security Guard	—,,—
10	Bharat Shankar Kanekar	Security Guard	—,,—
11	Navnath Baburao Borhade	Security Guard	—,,—
12	Dhondiram Malhari Misal	Security Guard	—,,—
13	Rajaram Dnyanu Gurav	Security Guard	—,,—
14	Atul Shivaji Patil	Security Guard	—,,—
15	Devanand Chokhati Ghyare	Security Guard	—,,—
16	Subhash Ambar Khairnar	Security Guard	—,,—
17	Parag Bodheswar Das	Security Guard	—,,—
18	Ananta Sagar Borah	Security Guard	—,,—
19	Shwapan Anil Goswami	Security Guard	—,,—
20	Prasanta Hemkanta Phukon	Security Guard	—,,—
21	Kishor Limbu Rathod	Security Guard	—,,—
22	Jitu Dhiren Bharali	Security Guard	—,,—
23	Prasad Bhrigunath Thakur	Security Guard	—,,—
24	Madhav Amrutrao Jadhav	Security Guard	—,,—
25	Ritu Dharen Bharali	Security Guard	—,,—
26	Bishnu Bogai Chetry	Security Guard	—,,—
27	Hira Rohit Chetri	Security Guard	—,,—
28	Dibakar Ranjit Samanta	Security Guard	—,,—
29	Venkat Vitthalrao Kendre	Security Guard	—,,—
30	Santosh Babu Pawar	Security Guard	—,,—
31	Mastan Abdul Shaikh	Security Guard	—,,—
32	Bhagwan Dattaram Dhage	Security Guard	—,,—
33	Samadhan Laxman Rathod	Security Guard	—,,—
34	Satish Shivaji Jadhav	Security Guard	—,,—
35	Harichandra Shivaji Zende	Security Guard	—,,—
36	Santosh Tayappa Nimbalkar	Security Guard	—,,—
37	Sagar Ashok Mohite	Security Guard	—,,—
38	Rajendra Atmaram Jadhav	Security Guard	—,,—
39	Bolin Hazarika Bhima	Security Guard	—,,—
40	Nand Kumar Jatkar	Security Guard	—,,—
41	Dhondur Eknath Patil	Security Guard	—,,—
42	Swaraj Jyoti Nandaram Borah	Security Guard	—,,—
43	Rajaram Dnyanu Gurav	Security Guard	—,,—
44	Chandrakant Revu Chavan	Security Guard	—,,—
45	Satish Abaso Kare	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
46	Kundan Bechan Prasad Singh	Security Guard	M/s. Hyatt Regency, Pune Hotels (P.) Ltd., Unit Ascent Weikfield IT Park, Pune- Nagar Road, Pune.
47	Sachchidanand Bharatlal Verma	Security Guard	—,,—
48	Santankumar Bhim Shinh Rajput.	Security Guard	—,,—
49	Sanjay Kumar Ramashray Singh	Security Guard	—,,—
50	Rajeshsingh Bharatsingh Gurjar	Security Guard	—,,—
51	Ashwini Anil Gaikwad	Security Guard	—,,—
52	Vinod Keshav Rathod	Security Guard	—,,—
53	Rajeevkumar Mahesh Choudhary.	Security Guard	—,,—
54	Sunil Suresh Ingle	Security Guard	—,,—
55	Ravi Kumar Ramakant Singh	Security Guard	—,,—
56	Dhananjay Kumar Upendra Sing.	Security Guard	—,,—
57	Santosh Sitaram Pokharkar	Security Guard	—,,—
58	Jitendrakumar Yogi Paswan	Security Guard	—,,—
59	Somnath Arjun Nawadkar	Security Guard	—,,—
60	Sureshkumar Laxman Sarwade	Security Guard	—,,—
61	Anuradha Mahesh Bagade	Security Guard	—,,—
62	Shahezad Noor Shaikh	Security Guard	—,,—
63	Swapan Krishnakanta Sinha	Security Guard	—,,—
64	Bhupendra Ram Singh	Security Guard	—,,—
65	Ashok Balbhim Dhotre	Security Guard	—,,—
66	Rahul Laxminarayan Jha	Security Guard	—,,—
67	Gopal Shivilal Rajput	Security Guard	—,,—
68	Rekha Balasaheb Ghodke	Security Guard	—,,—
69	Srimanta Harekrishna Panja	Security Guard	—,,—
70	Rajeev Kumar Singh	Security Guard	—,,—
71	Vijay Kumar Janardan Rai	Security Guard	—,,—
72	Manish Kumar Surendra Rai	Security Guard	—,,—
73	Vinoy Ramu Raut Kumar	Security Guard	—,,—
74	Santosh Ramdhan Ade	Security Guard	—,,—
75	Amit Nandlal Bundale	Security Guard	—,,—
76	Ganesh Keshav Tompe	Security Guard	—,,—
77	Jitendra Kumar Singh	Security Guard	—,,—
78	Amit Baijnath Pandey	Security Guard	—,,—
79	Hasib Shah Shamsuddin	Security Guard	M/s. Hotel Le-Meridien, RBM Road, Near Pune Railway Station, Pune.
80	Sadhan Sarkar	Security Guard	—,,—
81	Dyaneshwar Dharphale Bhaguji	Security Guard	—,,—
82	Vishal Rakhmaji Dethe	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
83	Manoj Ramjee Thakur	Security Guard	M/s. Hotel Le-Meridien, RBM Road, Near Pune Railway Station, Pune.
84	Anilkumar Mulayamsingh Yadav.	Security Guard	—,,—
85	Prahalad Kumar Mahalik	Security Guard	—,,—
86	Ashokkumar Sachidanand Singh	Security Guard	—,,—
87	Santosh Pandurang Bhuruk	Security Guard	—,,—
88	Sadashiv Bhagwan Rikibe	Security Guard	—,,—
89	Pritam Kumar Laxmi Mandal	Security Guard	—,,—
90	Ripu Daman Amitap Kunvar Singh.	Security Guard	—,,—
91	Raja Ram Mishra	Security Guard	M/s. Icelero Technologies Pvt. Ltd., Gera 77, 2nd Floor, Office No. 202, Kalyani Nagar, Pune.
92	Mahadeo Sahebrao Nrupnarayan.	Security Guard	—,,—
93	Pravin Rajaram Parkhande	Security Guard	—,,—
94	Sagar Jawaherlal Andhalkar	Security Guard	M/s. Thomas Cook (I) Ltd., 892, Amar House Bhandharkar Road, Pune 411 004.
95	Arvind Ramkishor Thakur	Security Guard	M/s. Tibco Softwarre India Pvt. Ltd., Binaiur, 2nd & 3rd Floor, Deepak Nitrite Complex, Shastri Nagar, Yerwada, Pune.
96	Harishchandra Babasaheb Jadhav.	Security Guard	—,,—
97	Sachchidanand Bharatlal Verma.	Security Guard	—,,—
98	Anil Kumar Singh	Security Guard	—,,—
99	Rajkumar Janardhan Mandlik	Security Guard	—,,—
100	Vinod Ramjiram Patel	Security Guard	—,,—
101	Shiv Shankar Shrikamta Dubey	Security Guard	—,,—
102	Navanath Mohan Ghorpade	Security Guard	—,,—
103	Krishna Bahadur Chand	Security Guard	—,,—
104	Namdeo Changdeo Gore	Security Guard	—,,—
105	Maruti Dashrath Kadam	Security Guard	—,,—
106	Vishwas Daga Patil	Security Guard	—,,—
107	Satish Vitthalrao Kale	Security Guard	—,,—
108	Jairam Rajaram Ainapure	Security Guard	—,,—
109	Sanjay Kumar Brij Pandey	Security Guard	M/s. Vodafone Cellular Ltd., 42/A, Shukrawar Peth, Hirabaug, Town Hall Committee, Tilak Road, Pune.
110	Arvind Maruti Choure	Security Guard	—,,—
111	Rajkumar Baburao Zade	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
112	Bhagwansing Prabhusing Rajput.	Security Guard	M/s. Vodafone Cellular Ltd., 42/A, Shukrawar Peth, Hirabaug, Town Hall Committee, Tilak Road, Pune.
113	Javaldeep Surejbhan Walmiki.	Security Guard	—,,—
114	Nandlal Jitu Ram	Security Guard	—,,—
115	Suresh Baburao Biradar	Security Guard	—,,—
116	Shilesh Ashok Tiwary	Security Guard	—,,—
117	Sanjay Kumar Brij Pandey	Security Guard	—,,—
118	Arvind Maruti Choure	Security Guard	—,,—
119	Rajkumar Baburao Zade	Security Guard	—,,—
120	Bhagwansing Prabhusing Rajput	Security Guard	—,,—
121	Manoj Rajendra Singh	Security Guard	—,,—
122	Nandlal Jitu Ram	Security Guard	—,,—
123	Suresh Baburao Biradar	Security Guard	—,,—
124	Shilesh Ashok Tiwary	Security Guard	—,,—
125	Alam Shah Singh	Security Guard	—,,—
126	Shailesh Ramchandra Jagnade	Security Guard	—,,—
127	Jitendra Sahebrao Suryavanshi	Security Guard	—,,—
128	Asit Sinha	Security Guard	—,,—
129	Pradnya Shrikant Borbande	Security Guard	—,,—
130	Nirmala Uday Arawakar	Security Guard	—,,—
131	Chandan Kumar Janardan Singh Singh.	Security Guard	—,,—
132	Mangesh Dattatray Kate	Security Guard	—,,—
133	Sidhu Vasant Suryavanshi	Security Guard	—,,—
134	Ashok Narayan Tarpade	Security Guard	—,,—
135	Abhay Kumar Saroj	Security Guard	—,,—
136	Santosh Ramesh Dhanwade	Security Guard	—,,—
137	Anilkumar Matikant Jha	Security Guard	—,,—
138	Jayanta Jeeban Ghosh	Security Guard	—,,—
139	Deepak Uttam Kakade	Security Guard	—,,—
140	Sudam Ganpat Chavan	Security Guard	—,,—
141	Rajeev Kumar Atmanarayan Singh.	Security Guard	—,,—
142	Tushar Raoba Kamble	Security Guard	—,,—
143	Vishwanath Sonawale Laxman	Security Guard	—,,—
144	Ananta Rustum Sobhage	Security Guard	—,,—
145	Sunil Kisan Anpat	Security Guard	—,,—
146	Nitin Pandurang Pisal	Security Guard	—,,—
147	Ravindra Rajaram Patil	Security Guard	—,,—
148	Ganesh Bhauso Damgude	Security Guard	—,,—
149	Kishan Lingaiah Andoli	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
150	Revansidh Prabhakar Gumat	Security Guard	M/s. Vodafone Cellular Ltd., DG & MSC Area, Kalyani Nagar, Pune.
151	Laxman Malkari Gurmute	Security Guard	—,,—
152	Charansingh Gemu Rathod	Security Guard	—,,—
153	Bayji Nikam	Security Guard	—,,—
154	Sadashiv Dattatray Katke	Security Guard	—,,—
155	Rohidas Ankush Gaikwad	Security Guard	—,,—
156	Mahadev Dattu Awchar	Security Guard	—,,—
157	Tanaji Gorakhnath Kshirsagar	Security Guard	—,,—
158	Tanaji Shankar Taware	Security Guard	—,,—
159	Pradip Arjun Kunjir	Security Guard	—,,—
160	Rajendra Sopan Joshi	Security Guard	—,,—
161	Sachin Anand Gadare	Security Guard	—,,—
162	Tukaram Anant Salgar	Security Guard	—,,—
163	Balu Yadaji Tarkase	Security Guard	—,,—
164	Vitthal Sadashiv Jadhav	Security Guard	—,,—
165	Shahaji Bhagwan Indalkar	Security Guard	—,,—
166	Babu Balu Kaygude	Security Guard	—,,—
167	Santosh Vaman Konde	Security Guard	—,,—
168	Sachin Kailas Gadade	Security Guard	—,,—
169	Rahul Subhash Gaikwad	Security Guard	—,,—
170	Amar Nath Ranjandhari Sharma	Security Guard	—,,—
171	Santosh Pawan Singh	Security Guard	—,,—
172	Waman Damu Sarode	Security Guard	—,,—
173	Shahin Roshanjamirkha Pathan	Security Guard	—,,—
174	Deepsingh Bharatlal Dhakad	Security Guard	—,,—
175	Dnyaneshwar Bhagwan Aher	Security Guard	—,,—
176	Sankar Sanachowba Sinha	Security Guard	—,,—
177	Bimol Sanahal Singha	Security Guard	—,,—
178	Satish Nivruti Dhamankar	Security Guard	—,,—
179	Vijay Subhash Gidadkar	Security Guard	—,,—
180	Jeevan Vijay Pardeshi	Security Guard	—,,—
181	Sunil Bapurao Kolhe	Security Guard	—,,—
182	Vitthal Sadashiv Jadhav	Security Guard	—,,—
183	Purshottam Laxmanrao Dhoke	Security Guard	—,,—
184	Vikas Phulchand Jadhav	Security Guard	—,,—
185	Santosh Tukaram Shinde	Security Guard	—,,—
186	Anil Vitthal Jadhav	Security Guard	—,,—
187	Balaji Subhash Jamadar	Security Guard	—,,—
188	Dhondiram Pandurang Pawar	Security Guard	—,,—
189	Vipul Shivaji Jagtap	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
190	Manoranjan Fakir Naik	Security Guard	M/s. Vodafone Cellular Ltd., DG & MSC Area, Kalyani Nagar, Pune.
191	Ganesh Netagi Shedge	Security Guard	—,,—
192	Pradip Dattatray Chaudhari	Security Guard	—,,—
193	Bharat Shivram Gawali	Security Guard	—,,—
194	Rajkiran Madhukar Satghare	Security Guard	—,,—
195	Sandipan Vinayak Pawar	Security Guard	—,,—
196	Sanjay Vishnu Kamble	Security Guard	—,,—
197	Sameer Baban Changan	Security Guard	—,,—
198	Sagar Hanuman Bhalerao	Security Guard	—,,—
199	Ramchandra Dasharath Raut	Security Guard	—,,—
200	Chandrakant Hindurao Pawar	Security Guard	—,,—
201	Gokul Vitthal Patil	Security Guard	—,,—
202	Yogesh Krishna Aswale	Security Guard	—,,—
203	Kumar Shankarrao Suryawanshi	Security Guard	—,,—
204	Siddheshwar Madhukar More	Security Guard	—,,—
205	Siddheshwar Zumber Khendke	Security Guard	—,,—
206	Ashok Devidas Dhale	Security Guard	—,,—
207	Avinash Bhimrao Mule	Security Guard	—,,—
208	Bhausahab Popat Gapat	Security Guard	—,,—
209	Ganesh Dilip Adling	Security Guard	—,,—
210	Akash Ashok Bhosle	Security Guard	—,,—
211	Jalindar Vitthal Memane	Security Guard	—,,—
212	Pandit Bimrao Waghmare	Security Guard	—,,—
213	Satish Bapurao Korde	Security Guard	—,,—
214	Ajay Sadashiv Payal	Security Guard	—,,—
215	Pradeep Vyankatrao Jadhav	Security Guard	—,,—
216	Sandeep Ramchandra Gophane	Security Guard	—,,—
217	Sangeeta Jadhav	Security Guard	M/s. Mphasis Ltd., Cyber City, Tower Fourth Magarpatta, Hadapsar, Pune.
218	Nitin Bukshetty	Security Guard	—,,—
219	Geeta Mukund Khanna	Security Guard	—,,—
220	Manojkumar Pathak	Security Guard	—,,—
221	Pradeep Sitaram Rathod	Security Guard	—,,—
222	Sarjerao Nivrutti Karad	Security Guard	—,,—
223	Ankush Rajaram Danane	Security Guard	—,,—
224	Shankar Ramchandra Katte	Security Guard	—,,—
225	Subhash Jaysing Chavan	Security Guard	—,,—
226	Mashim Jafar Pathan	Security Guard	—,,—
227	Rupali Vijay Mane	Security Guard	—,,—
228	Shabana Amjad Patel	Security Guard	—,,—
229	Charushila Rahul Samadole	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
230	Latipa Hushen Shaikh	Security Guard	M/s. Mphasis Ltd., Cyber City, Tower Fourth Magarpatta, Hadapsar, Pune.
231	Suresh Janardan Sawant	Security Guard	—,,—
232	Farhana Azam Khan	Security Guard	—,,—
233	Megha Manoj Bengale	Security Guard	—,,—
234	Latika Sanjay Karle	Security Guard	—,,—
235	Deepmala Sidram Gaikwad	Security Guard	—,,—
236	Sagar Haribhau Godse	Security Guard	—,,—
237	Ramkisan Bhimrao Kawade	Security Guard	—,,—
238	Sachin Bapu Masare	Security Guard	—,,—
239	Balaji Bharat Ovhal	Security Guard	—,,—
240	Balasaheb Murlidhar Hingmire	Security Guard	—,,—
241	Ambika Kailas Gaikwad	Security Guard	—,,—
242	Shahaji Shankar Zurale	Security Guard	—,,—
243	Ashok Mariba Gaikwad	Security Guard	—,,—
244	Usha Narayan Patil	Security Guard	—,,—
245	Meera Hanumant Muluk	Security Guard	—,,—
246	Umesh Jivandhar Jagtap	Security Guard	—,,—
247	Dhiraj Ramchandra Tajane	Security Guard	—,,—
248	Saguna Kundlik Kardore	Security Guard	—,,—
249	Sushma Rajesh Pawar	Security Guard	—,,—
250	Sagar Hari Masle	Security Guard	—,,—
251	Vishakha Niranjan Gajbhiye	Security Guard	—,,—
252	Vishal Sukhadev Kapure	Security Guard	—,,—
253	Mayur Rameshwar Khurangle	Security Guard	—,,—
254	Kishor Hiralal Kotwale	Security Guard	—,,—
255	Sunita Shankar Chinchole	Security Guard	—,,—
256	Minakshi Dattatray Koli	Security Guard	—,,—
257	Nijara Koch	Security Guard	—,,—
258	Amina Ismail Shaikh	Security Guard	—,,—
259	Jyoti Naganath Upare	Security Guard	—,,—
260	Parveen Iqbal Shaikh	Security Guard	—,,—
261	Goutam Sripati Jena	Security Guard	—,,—
262	Sandhya Prasad Gangapure	Security Guard	—,,—
263	Vishal Balu Adagale	Security Guard	—,,—
264	Bhauso Jagannath Navale	Security Guard	M/s. Mphasis Limited, Pune.
265	Vijaykumar Kameshwar Tiwari	Security Guard	—,,—
266	Maruti Dhondiba Waghmare	Security Guard	—,,—
267	Sulbha Kiran Shinde	Security Guard	—,,—
268	Ruchita Shekhar Bhandari	Security Guard	—,,—
269	Sangeeta Bapu Nevse	Security Guard	—,,—
270	Anjali Ramdhari Yadav	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
271	Supriya Yashwant Mane	Security Guard	M/s. Mphasis Limited, Pune.
272	Ramesh Prakash Jade	Security Guard	—,,—
273	Mahadev Bagirao Bongale	Security Guard	—,,—
274	Pundalik Sudam Uke	Security Guard	—,,—
275	Amol Sadashiv Yadav	Security Guard	—,,—
276	Sangita Sangappa Birajdar	Security Guard	—,,—
277	Anuradha Indrajeet Ramgude	Security Guard	—,,—
278	Somnath Ramdas Borate	Security Guard	—,,—
279	Vidya Kishor Pandirkar	Security Guard	—,,—
280	Sonabai Shrimant Jokare	Security Guard	—,,—
281	Swati Prakash Adhagle	Security Guard	—,,—
282	Kavita Eknath Choudhari	Security Guard	—,,—
283	Pratibha Nandlal Patil	Security Guard	—,,—
284	Vanita Kailas Dhage	Security Guard	—,,—
285	Savita Vishnu Rasal	Security Guard	—,,—
286	Vaishali Subhash Bhapkar	Security Guard	—,,—
287	Kamal Kailash Ahire	Security Guard	—,,—
288	Janki Nagendra Sahu	Security Guard	—,,—
289	Sameena Isliyak Shaikh	Security Guard	—,,—
290	Uma Sateesh Kasbe	Security Guard	—,,—
291	Suvarna Narayan Gaikwad	Security Guard	—,,—
292	Rafiq Moula Bagwan	Security Guard	M/s. AXA Business Services Pvt. Ltd., At Bund Garden Road, Pune.
293	Hemant Kamble	Security Guard	—,,—
294	Suraj Balaso Patil	Security Guard	—,,—
295	Shyam Balu Bansode	Security Guard	—,,—
296	Ashok Pandurang Burate	Security Guard	—,,—
297	Deepak Chandrakant Hajare	Security Guard	—,,—
298	Amol Ankush Malusare	Security Guard	—,,—
299	Laxman Shantaram Gore	Security Guard	—,,—
300	Januddian Shamshoddin Shaikh	Security Guard	—,,—
301	Adam Kasam Khan	Security Guard	—,,—
302	Anil Kondiram Jadhav	Security Guard	—,,—
303	Bipul Upendra Das	Security Guard	—,,—
304	Navnath Nana Khartode	Security Guard	—,,—
305	Nilesh Babaso Gogawale	Security Guard	—,,—
306	Yogesh Shrikant Ambede	Security Guard	—,,—
307	Dnyanoba Vithal Thorat	Security Guard	—,,—
308	Samadhan Sahebrao Koli	Security Guard	—,,—
309	Dhanajirao Bhanudas Desai	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
310	Ananda Sampat Bansode	Security Guard	M/s. AXA Business Services Pvt. Ltd., At Bund Garden Road, Pune.
311	Prashant Raghunat Chavan	Security Guard	—,,—
312	Arun Ratilal Alkunte	Security Guard	—,,—
313	Bhagawan Pandurang Burate	Security Guard	—,,—
314	Rafiq Moula Bagwan	Security Guard	—,,—
315	Shesavtar Vishnukant Gautam	Security Guard	—,,—
316	Dattatray Baburao More	Security Guard	—,,—
317	Niwas Jagannath Kamble	Security Guard	—,,—
318	Eknath Pingale	Security Guard	—,,—
319	Hemant Kamble	Security Guard	—,,—
320	Bharat Narayanrao Lohar	Security Guard	—,,—
321	Ashwinikumar Tejbhan Pandey	Security Guard	—,,—
322	Mahadeo Ganpat Ambede	Security Guard	—,,—
323	Suraj Balaso Patil	Security Guard	—,,—
324	Sachin Ashok Borkar	Security Guard	—,,—
325	Shabbir Moula Kavlagi	Security Guard	—,,—
326	Jijaram Sitaram Gaikwad	Security Guard	—,,—
327	Deepak Shantaram Gore	Security Guard	—,,—
328	Chandrakant Shantaram Gore	Security Guard	—,,—
329	Ashok Pandurang Burate	Security Guard	—,,—
330	Deepak Chandrakant Hajare	Security Guard	—,,—
331	Amol Ankush Malusare	Security Guard	—,,—
332	Sachin Mahadev Shinde	Security Guard	—,,—
333	Krushna Narayan Dardige	Security Guard	—,,—
334	Vinodkumar Tejbhan Pandey	Security Guard	—,,—
335	Rahul Manik Dhaware	Security Guard	—,,—
336	Vilas Shivaji Landge	Security Guard	—,,—
337	Umesh Suresh Pyaram	Security Guard	—,,—
338	Satish Madhukarrao Shelar	Security Guard	—,,—
339	Pavan Tukaram Bawadane	Security Guard	—,,—
340	Adam Kasam Khan	Security Guard	—,,—
341	Anil Kondiram Jadhav	Security Guard	—,,—
342	Bipul Upendra Das	Security Guard	—,,—
343	Santosh Arun Francis	Security Guard	—,,—
344	Navnath Nana Khartode	Security Guard	—,,—
345	Ajay Balkrishna Sathe	Security Guard	—,,—
346	Mohaseen Sharif Shaikh	Security Guard	—,,—
347	Nilesh Babaso Gogawale	Security Guard	—,,—
348	Rajendra Dhau Kharat	Security Guard	—,,—
349	Dnyanoba Vithal Thorat	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
350	Dhanajirao Bhanudas Desai	Security Guard	M/s. AXA Business Services Pvt. Ltd., At Bund Garden Road, Pune.
351	Ananda Sampat Bansode	Security Guard	—,,—
352	Baba Dagadu Shinde	Security Guard	—,,—
353	Sachin Ramdas Gore	Security Guard	—,,—
354	Prashant Raghunat Chavan	Security Guard	—,,—
355	Salim Yasin Shaikh	Security Guard	—,,—
356	Tukaram Shahaji Niravane	Security Guard	—,,—
357	Akil Abdul Shaikh	Security Guard	—,,—
358	Mahadeo Dhondiba Pavar	Security Guard	—,,—
359	Sudhir Ganpat Chatur	Security Guard	—,,—
360	Arun Ratilal Alkunte	Security Guard	—,,—
361	Avinash Bhiva Jadhav	Security Guard	—,,—
362	Shivendra Kumar Virendra Kumar Pandey	Security Guard	—,,—
363	Parshuram Nandappa Chauhan	Security Guard	—,,—
364	Jitendra Bapu Bhandare	Security Guard	—,,—
365	Manish Satpal Megha	Security Guard	—,,—
366	Bhagawan Pandurang Burate	Security Guard	—,,—
367	Shiv Harishing Bohra	Security Guard	M/s. Comau India Pvt. Ltd., Shikrapur, Pune Nagar Road, Pune.
368	Dadarao Anand Mohade	Security Guard	—,,—
369	Sandip Sahebrao Gaikwad	Security Guard	—,,—
370	Jalindar Rohidas Kamble	Security Guard	—,,—
371	Santosh Gopinath Gaikwad	Security Guard	—,,—
372	Rajaram Dattatray Sinalkar	Security Guard	—,,—
373	Janardan Ramchandra Pingua	Security Guard	—,,—
374	Dnyaneshwar Keshav Dhake	Security Guard	—,,—
375	Raju Antoon Kedari	Security Guard	—,,—
376	Anarjeet Punvasi Yadav	Security Guard	—,,—
377	Jayram Arjun Surawase	Security Guard	—,,—
378	Vijay Namdev Zadte	Security Guard	—,,—
379	Dipak Namdeo Tale	Security Guard	—,,—
380	Sakharam Jagannath Bhosale	Security Guard	—,,—
381	Vishwanth Subhash Ghodake	Security Guard	—,,—
382	Bikram Bishun Mala	Security Guard	—,,—
383	Bharat Rohidas Sale	Security Guard	—,,—
384	Chandrakant Sambhuling Patil	Security Guard	—,,—
385	Ganesh Dhondu Jadhav	Security Guard	—,,—
386	Vilas Anantha Lokhande	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
387	Somnath Bansi Walke	Security Guard	M/s. Cummins Research & Technology India Ltd., 7th Floor, Marisoft III, Marigold Premises, Pune.
388	Satyawan Dattatray Naiknavare	Security Guard	—,,—
389	Eknath Pingale	Security Guard	—,,—
390	Shahaji Shinde	Security Guard	—,,—
391	Jyotiram Sukhdev Falke	Security Guard	—,,—
392	Dharamraj Kamble	Security Guard	—,,—
393	Harish Ram	Security Guard	—,,—
394	Narayan Dnyaneshwar Khude	Security Guard	—,,—
395	Hanumant Ramchandra Gejage	Security Guard	—,,—
396	Pooran Saravan Singh	Security Guard	—,,—
397	Basant Kumar Jagarnath Tiwary	Security Guard	—,,—
398	Vishnu Balavant Patil	Security Guard	—,,—
399	Bapin Dhaneswar Nayak	Security Guard	—,,—
400	Pradeep Bhikaji Shinde	Security Guard	—,,—
401	Praveen Kumar Vishnukant Gauttam	Security Guard	—,,—
402	Govind Naganath Shinde	Security Guard	—,,—
403	Jayashree Arun Jadhav	Security Guard	—,,—
404	Vyankatesh Sahebrao Bhandari	Security Guard	—,,—
405	Santosh Babaram Bhosale	Security Guard	—,,—
406	Dattatray Shripati Kambale	Security Guard	—,,—
407	Shashikant Laxman Sawant	Security Guard	—,,—
408	Vikram Dinkar Gaikwad	Security Guard	—,,—
409	Venkatprasad Sampatrao Ralapati	Security Guard	—,,—
410	Sumitra Sambhaji Pawar	Security Guard	—,,—
411	Sekandar Araj Ali	Security Guard	—,,—
412	Avinash Gorakhanath Kharat	Security Guard	—,,—
413	Mohan Gopal Parit	Security Guard	—,,—
414	Om Prakash Giri	Security Guard	—,,—
415	Baba Dagadu Shinde	Security Guard	—,,—
416	Balu Ankush Mane	Security Guard	—,,—
417	Kumar Niraj Saryu Singh Kumar	Security Guard	—,,—
418	Prashant Pirsing Mahale	Security Guard	—,,—
419	Mukesh Kisan Ganala	Security Guard	—,,—
420	Mangalsingh Madansingh Pardeshi	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
421	Arvind Tukaram Darekar	Security Guard	M/s. Cummins Research & Technology India Ltd., 7th Floor, Marisoft III, Marigold Premises, Pune.
422	Gorakshnath Shivaji Adagale	Security Guard	—,,—
423	Sujata Samir Salvi	Security Guard	—,,—
424	Nitin Pandurang Duble	Security Guard	—,,—
425	Sileman Shaikhul Shaikh	Security Guard	—,,—
426	Somnath Bansi Walke	Security Guard	—,,—
427	Satyawan Dattatray Naiknavare	Security Guard	—,,—
428	Eknath Pingale	Security Guard	—,,—
429	Dharamraj Kamble	Security Guard	—,,—
430	Harish Ram	Security Guard	—,,—
431	Narayan Dnyaneshwar Khude	Security Guard	—,,—
432	Hanumant Ramchandra Gejage	Security Guard	—,,—
433	Pooran Saravan Singh	Security Guard	—,,—
434	Vishnu Balavant Patil	Security Guard	—,,—
435	Bapin Dhaneswar Nayak	Security Guard	—,,—
436	Pradeep Bhikaji Shinde	Security Guard	—,,—
437	Praveen Kumar Vishnukant Gauttam	Security Guard	—,,—
438	Govind Naganath Shinde	Security Guard	—,,—
439	Vilas Shivaji Landge	Security Guard	—,,—
440	Jayashree Arun Jadhav	Security Guard	—,,—
441	Vyankatesh Sahebrao Bhandari	Security Guard	—,,—
442	Dattatray Shripati Kambale	Security Guard	—,,—
443	Shashikant Laxman Sawant	Security Guard	—,,—
444	Vikram Dinkar Gaikwad	Security Guard	—,,—
445	Venkatprasad Sampatrao Ralapati	Security Guard	—,,—
446	Vikas Kantilal Kale	Security Guard	M/s. DSM India Pvt Ltd., Midc Ranjangaon, Pune.
447	Sampat Dashrath Nawale	Security Guard	—,,—
448	Sunil Yashwani Kale	Security Guard	—,,—
449	Suhas Prabhakar Kirve	Security Guard	—,,—
450	Changdeo Popat Jagdale	Security Guard	—,,—
451	Vinayak Mohan Dude	Security Guard	—,,—
452	Popat Ganpat Pawar	Security Guard	—,,—
453	Sunil Chandrakant Isave	Security Guard	—,,—
454	Dattataray Shantaram Chavan	Security Guard	—,,—
455	Kumar Dadu Shelar	Security Guard	—,,—
456	Sadashiv Sitaram Pote	Security Guard	—,,—
457	Ankush Narayan Tokalwad	Security Guard	—,,—
458	Bhaskar Namdev Karkhile	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
459	Uttam Gaikwad Haribhau	Security Guard	M/s. DSM India Pvt. Ltd., NSG IT Park, Aundh, Pune.
460	Ganesh Kachru Kasar	Security Guard	—,,—
461	Chavan Devidas Shivaji	Security Guard	—,,—
462	Adhik Vishwanath Ghadge	Security Guard	M/s. Ferrero India Pvt Ltd. 2nd Floor, Pentagon Tower-1, Magarpatta City, Hadapsar, Pune 411028.
463	Devantak Ambadas Nalawade	Security Guard	—,,—
464	Anand Bharat Kamble	Security Guard	—,,—
465	Mallinath Sukdev Gaikwad	Security Guard	—,,—
466	Umakant Atmaram Dhumal	Security Guard	M/s. ITW India Ltd., 995/2/1, Dingrajwadi, Pune Nagar Road, Sanaswadi, Tal Shirur, Dist. Pune.
467	Nilesh Anandrao Tambe	Security Guard	—,,—
468	Mohan Ramesh Ingole	Security Guard	—,,—
469	Pradip Ramesh Ingole	Security Guard	—,,—
470	Ajit Karabhari Kharde	Security Guard	—,,—
471	Ravi Bhimrao Tandale	Security Guard	—,,—
472	Babasaheb Damodhar Gawali	Security Guard	—,,—
473	Jalinder Parshuram Shelke	Security Guard	—,,—
474	Dilip Elio Halsana	Security Guard	—,,—
475	Vikas Ashok Ransing	Security Guard	—,,—
476	Pravin Prakesh Chopda	Security Guard	—,,—
477	Hanumant Gitaram Narke	Security Guard	—,,—
478	Mahesh Jagannath Bhandare	Security Guard	M/s. John Deere India Pvt. Ltd., At Factory, Off Pune Nagar Road, Sanaswadi, Pune.
479	Sagar Baban Godse	Security Guard	—,,—
480	Sachin Uttam Mallav	Security Guard	—,,—
481	Trimbak Ashok Chavan	Security Guard	—,,—
482	Suresh Motiram Padwal	Security Guard	—,,—
483	Suraj Dilip Mane	Security Guard	—,,—
484	Sagar Ramkrishna Bhondave	Security Guard	—,,—
485	Akshay Sahadu Tambe	Security Guard	—,,—
486	Pravin Somnath Harpale	Security Guard	—,,—
487	Dattatray Laxman Shelke	Security Guard	—,,—
488	Tushar Ramesh Malav	Security Guard	—,,—
489	Tukaram Dhondiba Kamble	Security Guard	—,,—
490	Popat Jagannath Mane	Security Guard	—,,—
491	Narke Ganpat Dattoba	Security Guard	—,,—
492	Pravin Arun Zodage	Security Guard	—,,—
493	Nikhil Kisan Darekar	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
494	Santosh Dasharath Bhalerao	Security Guard	M/s. John Deere India Pvt. Ltd., At Factory, Off Pune Nagar Road, Sanaswadi, Pune.
495	Prashant Anil Darekar	Security Guard	—,,—
496	Ankush Balasaheb Gaikwad	Security Guard	—,,—
497	Gorakshanath Suresh Hambir	Security Guard	—,,—
498	Rahul Shivaji Zodge	Security Guard	—,,—
499	Mangesh Aba Dube	Security Guard	—,,—
500	Shashikant Ramdas Pise	Security Guard	—,,—
501	Devidas Shamrao Shivangirikar	Security Guard	—,,—
502	Mahadev Keshav Shinde	Security Guard	—,,—
503	Ramesh Balasaheb Shivale	Security Guard	—,,—
504	Sandip Dhondiba Bhujbal	Security Guard	—,,—
505	Krishna Shivaji Doifode	Security Guard	—,,—
506	Vishnu Atmaram Wagh	Security Guard	—,,—
507	Shashikant Ramdas Chitalkar	Security Guard	—,,—
508	Dattatray Namdev Walke	Security Guard	—,,—
509	Rajesh Anna Shinde	Security Guard	—,,—
510	Ramdas Kundlik Dhumal	Security Guard	—,,—
511	Mahadeo Kisan Ambilkar	Security Guard	—,,—
512	Rahul Sahebrao Nehare	Security Guard	—,,—
513	Rajendra Shamrao Dhokhale	Security Guard	—,,—
514	Sankar Kisan Ambilkar	Security Guard	—,,—
515	Lakhan Vasant Gholap	Security Guard	—,,—
516	Shivaji Dhondiram Khaire	Security Guard	—,,—
517	Shivaji Vitthal Thorat	Security Guard	—,,—
518	Nandkumar Dadabhau Kolpe	Security Guard	—,,—
519	Rajendra Kisanrao Palve	Security Guard	—,,—
520	Dipu Kumar Sinha	Security Guard	—,,—
521	Praful Sheshrao Dhoke	Security Guard	—,,—
522	Dinesh Arunrao Mankar	Security Guard	—,,—
523	Ranjit Vishwanath Dhamdhere	Security Guard	—,,—
524	Laxman Mohan Panchal	Security Guard	—,,—
525	Bibishan Ankush Sarwade	Security Guard	—,,—
526	Divakar Jago Patnkar	Security Guard	—,,—
527	Tapeshwar Jagannath Ram	Security Guard	—,,—
528	Samim Houqe Muzumder	Security Guard	—,,—
529	Machindra Narayan Gawari	Security Guard	—,,—
530	Chandrakant Balasaheb Bhosale	Security Guard	—,,—
531	Hiraman Sahebrao Lokhande	Security Guard	—,,—
532	Satish Pandurang Dhamdhere	Security Guard	—,,—
533	Dipak Rajnikant Ovhal	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
534	Sunil Dnyandev Pawar	Security Guard	M/s. John Deere India Pvt. Ltd. At Factory, Off Pune Nagar Road, Sanaswadi, Pune.
535	Dipak Narayan Manekar	Security Guard	—,,—
536	Sanjeev Kumara Sajan Bindehswari	Security Guard	—,,—
537	Sachin Haribhau Bhandare	Security Guard	—,,—
538	Nandkumar Dadabhau Kolpe	Security Guard	—,,—
539	Ambadas Bhausahab Shete	Security Guard	—,,—
540	Vinod Govind Jadhav	Security Guard	—,,—
541	Santosh Eknath Sonawane	Security Guard	—,,—
542	Sanjay Vijayrao Ghare	Security Guard	—,,—
543	Vishal Namdev Jadhav	Security Guard	—,,—
544	Dattatray Narayan Bhalerao	Security Guard	—,,—
545	Sanjay Yadav Gaikwad	Security Guard	—,,—
546	Santosh Piraji Napte	Security Guard	—,,—
547	Vijay Lala Patil	Security Guard	—,,—
548	Sachin Bhujangrao Wankhede	Security Guard	—,,—
549	Kisan Baban Gunjal	Security Guard	—,,—
550	Mangesh Fakkad Gawari	Security Guard	—,,—
551	Shrikant Govind Narke	Security Guard	—,,—
552	Santosh Maruti Shinde	Security Guard	—,,—
553	Sonu Atmaram Sabale	Security Guard	—,,—
554	Laxman Shravan Bhansi	Security Guard	—,,—
555	Rajendra Baburao Nawale	Security Guard	—,,—
556	Kishor Manohar Devchakke	Security Guard	—,,—
557	Gajanan Atmaram Katyarmal	Security Guard	—,,—
558	Sachin Saudagar Sasane	Security Guard	—,,—
559	Rajaram Harichandra Awari	Security Guard	—,,—
560	Laxman Savkar Shelar	Security Guard	—,,—
561	Rameshwar Ratnaji Godaghasse	Security Guard	—,,—
562	Ashok Vasant Dinde	Security Guard	—,,—
563	Dnyandev Nanabhau Borade	Security Guard	—,,—
564	Devidas Niwurtti Zinjurke	Security Guard	—,,—
565	Devidas Sadashiv Borade	Security Guard	—,,—
566	Santosh Ramdhan Gaikwad	Security Guard	—,,—
567	Sunil Suresh Umap	Security Guard	—,,—
568	Sanjay Nagorao Bankar	Security Guard	—,,—
569	Baburao Ashroba Pandhare	Security Guard	—,,—
570	Vaibhav Namdev Giramkar	Security Guard	—,,—
571	Nazirbhai Lalbhai Inamdar	Security Guard	—,,—
572	Ravi Manohar Khodke	Security Guard	—,,—
573	Subhash Baliram Rathod	Security Guard	—,,—
574	Sagar Ramkrishna Bhondave	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
575	Bhima Fakira Jadhav	Security Guard	M/s. John Deere India Pvt. Ltd. At Factory, Off Pune Nagar Road, Sanaswadi, Pune.
576	Sunil Ambadas Kadam	Security Guard	—,,—
577	Nitin Puran Dherange	Security Guard	—,,—
578	Geeta Ambadas Yemul	Security Guard	—,,—
579	Bhaurao Ashru Surwase	Security Guard	—,,—
580	Ashok Machhindra Talekar	Security Guard	—,,—
581	Bhagawat Vithoba Chavan	Security Guard	—,,—
582	Vijay Sadashiv Godase	Security Guard	—,,—
583	Waman Kacharu Dhawse	Security Guard	—,,—
584	Laman Dhondiram Chavhan	Security Guard	—,,—
585	Rahul Ramesh Dhumal	Security Guard	—,,—
586	Dnyaneshwar Fakira Maske	Security Guard	—,,—
587	Vishwas Genbhau Thite	Security Guard	—,,—
588	Satish Appso Gavhane	Security Guard	—,,—
589	Anil Bhagwanrao Chopde	Security Guard	—,,—
590	Vijay Shankar Wagh	Security Guard	—,,—
591	Balasaheb Shankar Patil	Security Guard	—,,—
592	Gajanan Sampat Khodke	Security Guard	—,,—
593	Prakash Dnyaneshwar Daphal	Security Guard	—,,—
594	Dipak Anna Shinde	Security Guard	—,,—
595	Sujitul Rohman Monfar Laskar	Security Guard	—,,—
596	Vilas Baban Vaydande	Security Guard	—,,—
597	Dinkar Shankar Patil	Security Guard	—,,—
598	Seema Chintamani Vidhate	Security Guard	—,,—
599	Abhinandan Vinod Singh	Security Guard	—,,—
600	Jalindar Mahadeo Nagargoje	Security Guard	—,,—
601	Sajan Chandrbhan Ilag	Security Guard	—,,—
602	Krishnat Dnyandeo Jadhav	Security Guard	—,,—
603	Sunil Balkrushna Pande	Security Guard	—,,—
604	Dagadu Shriram Paradeshi	Security Guard	—,,—
605	Abhishek Vinod Singh	Security Guard	—,,—
606	Mahesh Ramdas Sabale	Security Guard	—,,—
607	Dattatraya Babusha Khaire	Security Guard	—,,—
608	Dattatray Shivaji Kasar	Security Guard	—,,—
609	Kiran Sakharam Salunke	Security Guard	—,,—
610	Bhausahab Janardhan Pare	Security Guard	—,,—
611	Gulave Jasraj Ramhari	Security Guard	—,,—
612	Mahadeo Kisan Ambilkar	Security Guard	—,,—
613	Sambhaji Shivaji Suryawanshi	Security Guard	—,,—
614	Nanabhau Rajendra Tambe	Security Guard	—,,—
615	Mitaji Bhausahab Kulal	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
616	Karabhari Madhukar Lage	Security Guard	M/s. John Deere India Pvt. Ltd., Magarpatta City, Hadapsar, Pune
617	Santosh Mahadev Gavhane	Security Guard	—,,—
618	Rajendra Vyankat Jadhav	Security Guard	—,,—
619	Rahul Tukaram Chavan	Security Guard	—,,—
620	Shivshant Ramdas Aware	Security Guard	—,,—
621	Datta Mahadev Ghodake	Security Guard	—,,—
622	Navanath Uttam Jadhav	Security Guard	—,,—
623	Bhagwat Dnyandev Vighne	Security Guard	—,,—
624	Basappa Abbai	Security Guard	—,,—
625	Sanjay More Ramchandra	Security Guard	—,,—
626	Suryakant Shankarrao Biradar	Security Guard	—,,—
627	Vaijinath Pandurang Varkad	Security Guard	—,,—
628	Laxman Rajaram Bobade	Security Guard	—,,—
629	Santosh Vishwanath Sadigale	Security Guard	—,,—
630	Subhash Jagannath Kakade	Security Guard	—,,—
631	Appaso Maruti Patil	Security Guard	—,,—
632	Ramesh Fulchand Birajdar	Security Guard	—,,—
633	Rajendra Vyankat Jadhav	Security Guard	—,,—
634	Rahul Tukaram Chavan	Security Guard	—,,—
635	Shivshant Ramdas Aware	Security Guard	—,,—
636	Rachayya Shivraj Swamy	Security Guard	—,,—
637	Datta Mahadev Ghodake	Security Guard	—,,—
638	Tippanna Nilappa Gadekar	Security Guard	—,,—
639	Amol Balbhim Pokale	Security Guard	—,,—
640	Vijay Jyotiram Sathe	Security Guard	—,,—
641	Ganesh Dilip Ghadge	Security Guard	—,,—
642	Swapnil Ramdas Yadav	Security Guard	—,,—
643	Uttareshwar Bhanudas Londhe	Security Guard	—,,—
644	Dipu Kumar Sinha	Security Guard	—,,—
645	Navanath Uttam Jadhav	Security Guard	—,,—
646	Inus Ibrahim Shaikh	Security Guard	—,,—
647	Nilkanth Kiran Ghule	Security Guard	—,,—
648	Sanjay Dadu Bage	Security Guard	—,,—
649	Shivkumar Vindhyavasini Pandey	Security Guard	—,,—
650	Shrihari Ramkrushna Lokhande	Security Guard	—,,—
651	Pravin Anandrao Waghmode	Security Guard	—,,—
652	Vinod Ashok Borkar	Security Guard	—,,—
653	Bhagwat Dnyandev Vighne	Security Guard	—,,—
654	Madhuri Somnath Dharak	Security Guard	—,,—
655	Laxman Rajaram Bobade	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
656	Annaso Pandharinath Pawar	Security Guard	M/s. John Deere India Pvt. Ltd., Magarpatta City, Hadapsar, Pune
657	Santosh Tatyaba Shitole	Security Guard	—,,—
658	Rajendra Vyankat Jadhav	Security Guard	—,,—
659	Meena Maruti Kadam	Security Guard	—,,—
660	Rahul Tukaram Chavan	Security Guard	—,,—
661	Shivshant Ramdas Aware	Security Guard	—,,—
662	Rachayya Shivraj Swamy	Security Guard	—,,—
663	Datta Mahadev Ghodake	Security Guard	—,,—
664	Deepak Danyandeo Sagar	Security Guard	—,,—
665	Tippanna Nilappa Gadekar	Security Guard	—,,—
666	Amol Balbhim Pokale	Security Guard	—,,—
667	Ganesh Dilip Ghadge	Security Guard	—,,—
668	Razzak Rasul Subhedar	Security Guard	—,,—
669	Shiddheshwar Shrimant Shelke	Security Guard	—,,—
670	Uttreshwar Bhanudas Londhe	Security Guard	—,,—
671	Dipu Kumar Sinha	Security Guard	—,,—
672	Prashant Dundappa Sadupatil	Security Guard	—,,—
673	Sanni Uttam Gaikwad	Security Guard	—,,—
674	Navanath Uttam Jadhav	Security Guard	—,,—
675	Nilkanth Kiran Ghule	Security Guard	—,,—
676	Devidas Shahaji Deokar	Security Guard	—,,—
677	Shrihari Ramkrushna Lokhande	Security Guard	—,,—
678	Vinod Ashok Borkar	Security Guard	—,,—
679	Bhagwat Dnyandev Vighne	Security Guard	—,,—
680	Basappa Abbai	Security Guard	—,,—
681	Jivan Shripatrao Bawane	Security Guard	—,,—
682	Sanjay Dnyaneshwar Khade	Security Guard	—,,—
683	Mahadev Dattu Awchar	Security Guard	—,,—
684	Meena Subhash Shinde	Security Guard	—,,—
685	Sanjay Namdev Dhumal	Security Guard	—,,—
686	Ramchandra Dhondiba Dhotre	Security Guard	—,,—
687	Suryakant Shankarrao Biradar	Security Guard	—,,—
688	Ajit Babasaheb Davane	Security Guard	—,,—
689	Santosh Vishwanath Sadigale	Security Guard	—,,—
690	Subhash Jagannath Kakade	Security Guard	—,,—
691	Appaso Maruti Patil	Security Guard	—,,—
692	Annaso Pandharinath Pawar	Security Guard	—,,—
693	Ramesh Fulchand Birajdar	Security Guard	—,,—
694	Dhanraj Jibhau Khairnar	Security Guard	—,,—
695	Manindra Moni Sinha	Security Guard	—,,—
696	Ganesh Vijay Kalbhor	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
697	Siddaram Bhimanna Khadda	Security Guard	M/s. John Deere India Pvt. Ltd., Magarpatta City, Hadapsar, Pune
698	Kiran Parasharam Savle	Security Guard	—,,—
699	Deepak Danyandeo Sagar	Security Guard	—,,—
700	Vikas Aappa Salunkhe	Security Guard	—,,—
701	Vijay Jyotiram Sathe	Security Guard	—,,—
702	Razzak Rasul Subhedar	Security Guard	—,,—
703	Shiddheshwar Shrimant Shelke	Security Guard	—,,—
704	Uttareshwar Bhanudas Londhe	Security Guard	—,,—
705	Amar Balu Athavale	Security Guard	—,,—
706	Ganesh Parmeshwar Kharat	Security Guard	—,,—
707	Satyen Khirgopal Sinha	Security Guard	—,,—
708	Sanni Uttam Gaikwad	Security Guard	—,,—
709	Sanjay Dadu Bage	Security Guard	—,,—
710	Samadhan Rajendra Ghogare	Security Guard	—,,—
711	Bhagwat Digambar Chabukswar	Security Guard	—,,—
712	Sanjay Mohite	Security Guard	—,,—
713	Shivaputra Birajdar	Security Guard	—,,—
714	Dhanaji Dattu Mane	Security Guard	—,,—
715	Ajay Kumar Tiwari	Security Guard	—,,—
716	Jivan Shripatrao Bawane	Security Guard	—,,—
717	Santosh Uttam Chavdhari	Security Guard	—,,—
718	Madhuri Somnath Dharak	Security Guard	—,,—
719	Ramchandra Dhondiba Dhotre	Security Guard	—,,—
720	Vaijinath Pandurang Varkad	Security Guard	—,,—
721	Ajit Babasaheb Davane	Security Guard	—,,—
722	Santosh Vishwanath Sadigale	Security Guard	—,,—
723	Appaso Maruti Patil	Security Guard	—,,—
724	Santosh Tatyaba Shitole	Security Guard	—,,—
725	Ramesh Fulchand Birajdar	Security Guard	—,,—
726	Vaijinath Bansi Nikam	Security Guard	—,,—
727	Dnyaneshwar Bapu Masare	Security Guard	—,,—
728	Pramod Mahadev Savant	Security Guard	—,,—
729	Ambika Shirmant Jokare	Security Guard	—,,—
730	Ramesh Ganpat Gaykwad	Security Guard	—,,—
731	Shashil Ramdas Kalbhor	Security Guard	—,,—
732	Manindra Moni Sinha	Security Guard	—,,—
733	Umesh Hanumant Javane	Security Guard	—,,—
734	Sandip Ashruba Andhale	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
735	Nilkanth Borkar	Security Guard	M/s. Kalyani Thermal System Ltd., E-845, MIDC, Rangaon, Village Kregaon, Shirur, Pune
736	Shrawan Bajirao Bande	Security Guard	—,,—
737	Bharat Damu Thange	Security Guard	—,,—
738	Satish Baburao Pawase	Security Guard	—,,—
739	Dattatray Danyaneshwar Shelar	Security Guard	—,,—
740	Dagadu Kundalik Pandhare	Security Guard	—,,—
741	Nitin Bhausahab Barkade	Security Guard	—,,—
742	Changdev Balu Shelke	Security Guard	—,,—
743	Gorakh Bhaskar Pawar	Security Guard	—,,—
744	Sachin Balasaheb Kale	Security Guard	—,,—
745	Arun Balasaheb Kale	Security Guard	—,,—
746	Chandrakant Laxman Shirke	Security Guard	—,,—
747	Ramdas Chandrakant Chorghe	Security Guard	—,,—
748	Sambhaji Shivaji Satras	Security Guard	—,,—
749	Maruti Pandurang Dhole	Security Guard	—,,—
750	Santosh Balu Chalke	Security Guard	—,,—
751	Vijaykumar Ankushrao Satras	Security Guard	—,,—
752	Ganesh Sahebrao Rajguru	Security Guard	—,,—
753	Wasim Latif Mulani	Security Guard	—,,—
754	Suryakant Bodake Rajaram	Security Guard	M/s. Larsen & Toubro Infotech Ltd., Survey No.154/6, Rajiv Gandhi Infotech Park, Hinjewadi, Phase-1, Pune 411 057
755	Ravendra Shyam Singh	Security Guard	—,,—
756	Avinash Vijaykumar Pathak	Security Guard	—,,—
757	Avinash Vijaykumar Pathak	Security Guard	—,,—
758	Jaiprakash Rajbalam Rai	Security Guard	—,,—
759	Mangesh Mohan Sawant	Security Guard	—,,—
760	Mangesh Mohan Sawant	Security Guard	—,,—
761	Ankush Tukaram Koli	Security Guard	—,,—
762	Vinodkumar Shri Ram Shironmani Chaubey	Security Guard	—,,—
763	Anita Ramji Guptha	Security Guard	—,,—
764	Vinayak Jotiram Karvekar	Security Guard	—,,—
765	Vinayak Jotiram Karvekar	Security Guard	—,,—
766	Ravindra Rajaram Madane	Security Guard	—,,—
767	Ravindra Rajaram Madane	Security Guard	—,,—
768	Balaji Ganpatrao Satpure	Security Guard	—,,—

Schedule—Contd.

(1)	(2)	(3)	(4)
769	Ramkishan Birda Ram Verma	Security Guard	M/s. Larsen & Toubro Infotech Ltd., Survey No.154/6, Rajiv Gandhi Infotech Park, Hinjewadi, Phase-1, Pune - 411 057
770	Praveen Judish Nagar	Security Guard	—,,—
771	Sunny Sanjay Shinde	Security Guard	—,,—
772	Sunny Sanjay Shinde	Security Guard	—,,—
773	Bhanudas Haribhau Dunde	Security Guard	M/s. MWV Wadco India Pvt. Ltd., B-24, At Ranjangaon MIDC, Tal. Shirur, Dist. Pune
774	Pravin Vasantrao Chavan	Security Guard	—,,—
775	Sakharam Lahanu Salve	Security Guard	—,,—
776	Shrikant Vitthal Lokhande	Security Guard	—,,—
777	Devendra Baban Kapare	Security Guard	—,,—
778	Sachin Sakharam Pange	Security Guard	—,,—
779	Dadabhau Karbhari Kale	Security Guard	—,,—
780	Rajendra Bhausahab Borhade	Security Guard	—,,—
781	Vitthal Popat Bhoite	Security Guard	—,,—
782	Nitin Yashwant Karanjule	Security Guard	—,,—
783	Babaji Mohan Dude	Security Guard	—,,—
784	Sanjay Parsuram Bhujbal	Security Guard	M/s. Sulzer India Ltd., Kondhapuri, Tal. Shirur, Pune Nagar Road, Pune 412 209.
785	Sandip Subhash Narke	Security Guard	—,,—
786	Jaysing Balasaheb Gavhane	Security Guard	—,,—
787	Sunil Sabale Pandurang	Security Guard	—,,—
788	Kailas Sudhakar Thenge	Security Guard	—,,—
789	Ramakant Shrihadeshwar Chaudhari	Security Guard	—,,—
790	Vijay Jadhav	Security Guard	—,,—
791	Darawade Bharat Anand	Security Guard	—,,—
792	Ganesh Balasaheb Kewate	Security Guard	—,,—
793	Vinod Balasaheb Gholap	Security Guard	—,,—
794	Rohidas Kantilal Wadghule	Security Guard	—,,—
795	Sachin Dattatray Nagawade	Security Guard	—,,—
796	Nandkumar Kisan Ranpise	Security Guard	—,,—
797	Mukesh Machindra Daundkar	Security Guard	—,,—
798	Rahul Pandurang Dhotre	Security Guard	—,,—
799	Ritesh Dhanjay Sing	Security Guard	—,,—
800	Arjun Malhari Kenjale	Security Guard	—,,—
801	Kisan Kantilal Chavan	Security Guard	—,,—
802	Mahendra Baban Gunjal	Security Guard	—,,—
803	Tushar Shivaji Lokhande	Security Guard	—,,—

Schedule—Concl'd.

(1)	(2)	(3)	(4)
804	Santosh Fattensing Dandwate	Security Guard	M/s. Sulzer India Ltd., Kondhapuri, Tal. Shirur, Pune Nagar Road, Pune 412 209.
805	Ashok Manik More	Security Guard	—,,—
806	Sachin Sitaram Chaudhari	Security Guard	—,,—
807	Pradip Suryakant Bhandari	Security Guard	—,,—
808	Rupesh Bhau Raskar	Security Guard	—,,—
809	Ganesh Gopinath Narke	Security Guard	—,,—
810	Vitthal Balasaheb Darawade	Security Guard	—,,—
811	Sandip Pandurang Mahadik	Security Guard	—,,—
812	Pranav Arjun Sadigale	Security Guard	—,,—
813	Babu Anwar Baig	Security Guard	M/s. Parag Milk Foods Pvt. Ltd., At Awasari Phata, Post Manchar, Pune 410 503.
814	Praveen Kinkale Vishnu	Security Guard	—,,—
815	Rajaram Chatur Vishnu	Security Guard	—,,—
816	Ganesh Madhukar Mule	Security Guard	—,,—
817	Anil Natraj Jadhav	Security Guard	—,,—
818	Vinod Babu Koli	Security Guard	—,,—
819	Ramesh Vishnu Hajare	Security Guard	—,,—
820	Kiran Subhash Dalvi	Security Guard	—,,—
821	Shrirang Sanjay Gadekar	Security Guard	—,,—
822	Dinesh Laxman Gaikwad	Security Guard	—,,—
823	Sandip Ramnath Supe	Security Guard	—,,—
824	Anil Gangaram Bhand	Security Guard	—,,—
825	Deoram Dhondur Zade	Security Guard	—,,—
826	Goraksha Shantaram Ghanwat	Security Guard	—,,—
827	Sandeep Rajaram Bidkar	Security Guard	—,,—
828	Machhindra Bhaupatil Gadakh	Security Guard	—,,—
829	Sainath Natraj Jadhav	Security Guard	—,,—
830	Girish Pandurang Mundhe	Security Guard	—,,—
831	Amol Lalu Gade	Security Guard	—,,—
832	Dnyaneshwar Balu Gadakh	Security Guard	—,,—
833	Sadashiv Ramchandra Havaladar	Security Guard	M/s. Kellogg Brown & Root & Construction India Pvt. Ltd., 302/303, Pentagon-1, Magarpatta City, Pune
834	Deepak Sampatrao Lembhe	Security Guard	—,,—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule II

Conditions to be followed by the Employer Agency and Principal Employer

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements (A) (1) Height — 162 c.m.

(2) Weight — 50 kg.

(3) Chest — 79 c.m. (Without Expansion) and 84 c.m. (On Expansion)

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

Ex-Gratia : 10% of wages

Gratuity : 4% of wages

Leave with wages : 6% of wages

Paid Holidays : 1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form “A” appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form “B” appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees’ Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees’ Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return.*—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board.*—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency.*—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees.*—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office.*—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board along with documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards.*—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card.*—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues.*—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time.*—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification.

The employer agency who persistently makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amounts of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

Quarterly Return to be filed by the Agency

Date :

October-December) :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

(Name and Designation).

Half Yearly Return to be submitted by Security Guards Agency

Date :

July to December

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages

Disbursement of wages for the month of :

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No.	Name of the Security Guard	No. and Date of the Cheque	Amount
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Months (April to March)	Total No. of Security Guard engaged	Total Wages Paid to the Security Guard	The Wages on which the P.F. Contribution is deducted	3% Levy Submitted to the Board
(1)	(2)	(3)	(4)	(5)	(6)

Authorised Signatory,

(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,

Section Officer.

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 मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरू चैक, मादाम कामा रोड, मंत्रालय,

मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

कारखाने अधिनियम, १९४८.

क्रमांक एफएसी. २०१३/सं.क्र. २१७/प्र.क्र. २६४/काम-४.—कारखाने अधिनियम १९४८ च्या कलम ६६ (१) (ब) मधील परंतुकान्वये प्रदान करण्यात आलेल्या शक्तींचा, वापर करून महाराष्ट्र शासन या अधिसूचनेद्वारे मे. स्पेन्टेक्स इंडस्ट्रीज लिमिटेड, प्लॉट नं. ए-३१ एमआयडीसी, बुटीबोरी, नागपूर या कारखान्यास कारखाने अधिनियम, १९४८ मधील महिला कर्मचाऱ्यांच्या कामाच्या वेळेसंबंधी असणाऱ्या तरतुदीमधून सूट देत असून याबाबत संमती असणाऱ्या महिला कर्मचाऱ्यांना सकाळी ५-०० ते सायंकाळी १०:०० वाजेपर्यंतच्या कालावधीकरिता काम करण्यास सदर अधिसूचना निर्गमित झाल्याच्या दिनांकापासून पुढील १ वर्षाच्या कालावधीकरीता परवानगी देत आहे. सदर सूट ही खालील अटीच्या अधीन राहून देण्यात येत आहे ;

अटी

(१) कोणत्याही महिला कामगारास रात्री १०-०० वाजल्यापासून सकाळी ५-०० वाजेपर्यंत कामावर ठेऊ नये.

(२) व्यवस्थापनाने महिला कामगारांना, कामगारांच्या निवासस्थानापासून, कारखान्यापर्यंत व पुन्हा परत त्यांच्या निवासस्थानापर्यंत त्यांना ने-आण करण्यासाठी बस किंवा मोटारगाड्यातून विनामुल्य सोय केली पाहिजे. तसेच त्यांना कामावर येताना, जाताना व कामाच्या ठिकाणी सुरक्षिततेची पुरेशी व्यवस्था केली पाहिजे.

(३) स्त्री कर्मचाऱ्यांच्या कामाच्या ठिकाणी व्यवस्थापनाने निवासस्थान ते आस्थापना व आस्थापना ते निवासस्थानाच्या वाहतुकीमध्ये स्त्री सुरक्षा रक्षकाची नियुक्ती करण्यात यावी. सकाळी ५-०० ते दुपारी २-०० व दुपारी २-०० ते रात्री १०-०० या पाळीत काम करणाऱ्या स्त्री कर्मचार्यांच्या १ ते १० संख्येला १ महिला सुरक्षा नेमण्यात यावी. त्याच पटीत पुढे सुरक्षा रक्षक नेमण्यात यावेत. स्त्री सुरक्षा रक्षकांना स्वसंरक्षणार्थ व त्यांच्या देखरेखीखाली असलेल्या स्त्री कर्मचाऱ्यांच्या संरक्षणाकरिता ज्युडो, कराटे इत्यादींचे प्रशिक्षण देण्यात यावे.

- (४) स्त्री कर्मचाऱ्यांकरीता स्वतंत्र लॉकर्सची व्यवस्था करण्यात यावी व स्त्री कर्मचाऱ्यांच्या विश्रांतीकरिता विश्रांती कक्ष निर्माण करण्यात यावा. या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांना किमान पाच स्त्री कर्मचाऱ्यांच्या गटागटाने काम करण्यास देण्यात यावे.
- (५) प्रत्येक स्त्री कर्मचाऱ्यास प्रत्येक सप्ताहामध्ये आलटून पालटून साप्ताहिक सुट्टी कोणत्याही प्रकारची वेतनातून कपात न करता देण्यात यावी. कर्मचाऱ्यांना आठवड्यात गटागटाने सुट्टी देण्यात यावी.
- (६) साप्ताहिक सुट्टीचे वेळापत्रक प्रत्येक महिन्याच्या शेवटच्या दिवशी कर्मचाऱ्यांच्या माहितीसाठी सूचनाफलकावर प्रदर्शित करावे. कोणत्याही कर्मचाऱ्यास साप्ताहिक रजेपासून वंचित केले जाणार नाही. त्यांना आठवड्याची भरपगारी रजा दिली जाईल.
- (७) कर्मचाऱ्यांच्या जादा कामाचा भत्ता, कामाचा विस्तार कालावधी व इतर अनुषंगिक बाबींबाबत कारखाने अधिनियम व महाराष्ट्र कारखाने नियम यामधील तरतुदींचे पालन करणे आवश्यक आहे.
- (८) महिला कामगारांचे ६ वर्षांपेक्षा लहान मुलांसाठी पाळणाघराची सुविधा उपलब्ध केली पाहिजे.
- (९) पाळणाघराच्या व्यवस्थेचा फायदाय घेण्याकरीता जे कामगार आपली लहान मुले कारखान्यात आणू इच्छितात त्या मुलांनाही उपरोक्त अट क्र. ८ मधील सुविधा कारखाना व्यवस्थापनाने उपलब्ध करून दिली पाहिजे.
- (१०) सदर सूट ही या प्रस्तावासोबत संमतीपत्र देणाऱ्या महिलांकरीताच लागू राहिल. या सूटबाबत संमती देणाऱ्या महिलांची किंवा युनियनची तक्रार असल्यास त्यांच्याबाबतीत सदर सवलत लागू राहणार नाही.
- (११) व्यवस्थापनाने सदर सूट मिळालेल्या अधिसूचनेची प्रत ठळकपणे, सर्व महिला कर्मचाऱ्यांच्या माहितीकरीता सूचना फलकावर प्रदर्शित केली पाहिजे.
- (१२) महिला कर्मचाऱ्यांच्या वेळेच्या संबंधात मा. उच्च न्यायालय, मद्रास यांनी रिट पिटीशन क्र. ४३६०/९९ या केसमध्ये दिलेल्या मार्गदर्शक तत्वांचे कारखाना व्यवस्थापनाने पालन केले पाहिजे.
- (१३) वरील आस्थापनेस दिलेली सुट ही सदर अधिसूचना **राजपत्रात** प्रसिद्ध झाल्याच्या दिनांकापासून पुढे एक वर्षाच्या कालावधी करिता अंमलात येईल.
- (१४) वरील क्रमांक १ ते १२ च्या अटींचे व्यवस्थापनाकडून उल्लंघन झाल्यास वरीलप्रमाणे दिलेली सूट/सवलत आपोआप रद्द समजली जाईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,

कक्ष अधिकारी.

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 सोमवार, मार्च १०, २०१४/फाल्गुन १९, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२

दिनांक १० मार्च २०१४

अधिसूचना

महाराष्ट्र सहाय्यक उपक्रम (खास उपबंध) अधिनियम.

क्रमांक बीआरयू. १८१४/प्र.क्र. २१/१४/उद्योग-१०.— महाराष्ट्र सहाय्यक उपक्रम (खास उपबंध) अधिनियम, (१९५८ चा ९६) कलम ३ आणि कलम ४ चे पोट-कलम (१), खंड(अ) उपखंड (चार) याद्वारे प्रदान करण्यात आलेल्या शक्तींचा वापर करून महाराष्ट्र शासन याद्वारे.—

(अ) असे घोषित करित आहे की, बेकारी निवारण्याचा एक उपाय म्हणून ज्याला राज्य शासनाने उप आयुक्त, विक्रीकर, मुंबई यांचेमार्फत सामूहिक प्रोत्साहन योजना-१९८८ अंतर्गत सेल्स टॅक्स डेफरल लोन स्वरूपात रुपये १३,४२,०७४ (तेरा लक्ष बेचाळीस हजार चौऱ्याहत्तर फक्त) चे अर्थसहाय्य दिले आहे, त्या “ मे. टिनीटी फोर्ज प्रा. लिमिटेड ”, ज्याचे नोंदणीकृत कार्यालय अ-६/१, एमआयडीसी, अहमदनगर ४१४ ११८ येथे आहे. (ज्याला यात यापुढे “ सहाय्यक उपक्रम ” म्हणून संबोधण्यात आले आहे.) त्याला बेकारी निवारण्याचा एक उपाय म्हणून महाराष्ट्र सहाय्यक उपक्रम (खास उपबंध) अधिनियम, १९५८ अन्वये दिनांक १० मार्च २०१४ रोजी सुरू होणाऱ्या आणि दिनांक ९ मार्च २०१५ रोजी संपणाऱ्या (दोन्ही दिवस धरून) एक वर्षाच्या कालावधीसाठी “ सहाय्यक उपक्रम ” म्हणून घोषित करित आहे ; आणि

(ब) असे निदेश देत आहे की, उक्त सहाय्यक उपक्रमाच्या संबंधात आणि उक्त सहाय्यक उपक्रम पुढील एक वर्षाच्या ज्या कालावधीत “ सहाय्यक उपक्रम ” म्हणून चालू राहणार आहे त्या दिनांक १० मार्च २०१४ रोजी सुरू होणाऱ्या आणि दिनांक ९ मार्च २०१५ रोजी संपणाऱ्या (दोन्ही दिवस धरून) एक वर्षाच्या कालावधीच्या संबंधात उपार्जित किंवा संपादित होणारे कोणतेही हक्क, विशेषाधिकार, बंधने किंवा दायित्वे [उक्त उपक्रमाच्या कामगारांसाठी, कर्मचारी भविष्यनिर्वाह निधी आणि संकीर्ण तरतुदी अधिनियम, १९५२ (१९५२ चा १९) आणि महाराष्ट्र जमीन महसूल संहिता, १९६६ (१९६६ चा महा. ४१) महाराष्ट्र राज्य व्यवसाय, व्यापार उपजिविका व नोकऱ्या यांवरील कर अधिनियम, १९७५ (१९७५ चा महा. १६) राज्य कामगार विमा महामंडळाच्या देय रकमा आणि महाराष्ट्र मूल्यवर्धीत कर अधिनियम, २००२ (२००५ चा महा. ९) अन्वये पत्करलेली कोणतीही दायित्वे], अन्वये उपार्जित अथवा पत्करलेली कोणतीही बंधने किंवा दायित्वे खेरीज करून आणि जी बंधने किंवा दायित्वे दिनांक १० मार्च २०१४ च्या पूर्वी उपार्जित अथवा पत्करलेली असतील त्यांच्या अंमलबजावणीसाठी असलेली कोणतीही उपाययोजना निर्लंबित केली जाईल आणि कोणतेही न्यायालय, न्यायाधिकरण, अधिकारी किंवा प्राधिकरण यांच्यापुढे असलेली त्यांच्या संबंधातील सर्व कार्यवाही स्थगित केली जाईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रमेश कृ. निखारगे,

कार्यासन अधिकारी.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 10th March 2014

NOTIFICATION

MAHARASHTRA RELIEF UNDERTAKINGS (SPECIAL PROVISIONS) ACT.

No. BRU. 1814/CR-21/13/Ind-10.—In exercise of the powers conferred by sub-section (1) of section 3 and sub-clause (iv) of clause (a) of sub-section (1) of section 4 of the Maharashtra Relief Undertakings (Special Provisions) Act (XCVI of 1958), the Government of Maharashtra hereby,—

(a) declares that, the industrial undertaking called “The Messers Trinity Forge Private Limited” having its registered office at A-6/1, MIDC, Ahmednagar 414 118 (hereinafter referred to as “the said relief undertaking”), to which financial assistance under the Package Scheme of Incentives-1988 of Rs. 13,42,074 (Rupees Thirteen lakhs forty two thousand seventy four only) has been provided by the Government of Maharashtra through Deputy Commissioner of Sales Tax, Mumbai as a Sales Tax Deferral shall, for a period of one year commencing on the 10th March 2014 and ending on the 9th March 2015 (both days inclusive), be conducted to serve as a measure of preventing unemployment ; and

(b) directs that, in relation to the said relief undertaking and in respect of the said period of one year commencing on the 10th March 2014 and ending on the 9th March 2015 (both days inclusive), for which the said relief undertaking continues as such, any rights, privileges, obligations or liabilities (except the obligations or liabilities incurred in favour of workmen of the said relief undertaking, the dues of the Employees State Insurance Corporation and any liabilities incurred under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), the Maharashtra Land Revenue Code, 1966 (Mah. XLI of 1966), the Maharashtra State Tax on Professions, Trades, Callings and Employments Act, 1975 (Mah. XVI of 1975) and the Maharashtra Value Added Tax Act, 2002 (Mah. IX of 2005) accrued or incurred before the 10th March 2014 and any remedy for the enforcement thereof shall be suspended and all proceedings relating thereto pending before any court, tribunal, officer or authority, shall be stayed.

By order and in the name of the Governor of Maharashtra,

RAMESH K. NIKHARGE,
Desk Officer.

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गुरुवार, मार्च २०, २०१४/फाल्गुन २९, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय,
मुंबई ४०० ०३२, दिनांक २० मार्च २०१४.

अधिसूचना

संदर्भ.—उद्योग, ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई यांची

अधिसूचना क्र. आयसीई-१२१३/प्र.क्र. १४१/काम-६, दिनांक १२ फेब्रुवारी २०१४.

महाराष्ट्र कामगार संघांना मान्यता देण्याबाबत आणि अनुचित कामगार प्रथांना प्रतिबंध करण्याबाबत अधिनियम, १९७१.

क्रमांक युएलपी-२०१४/प्र.क्र.५१/काम-३.—उपरोक्त संदर्भित अधिसूचनेस अनुसरून खाली नमूद केलेल्या न्यायिक अधिकाऱ्याची सदस्य, औद्योगिक न्यायालय, या पदावर महाराष्ट्र कामगार संघांना मान्यता देण्याबाबत आणि अनुचित कामगार प्रथांना प्रतिबंध करण्याबाबत अधिनियम, १९७१ (१९७२ चा एक) यांच्या कलम ४ अन्वये प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे पुढीलप्रमाणे न्यायाधिकाऱ्याची नियुक्ती करित आहे :—

अ.क्र.	न्यायाधीशाचे नाव व सध्याचे पदनाम	कोणाच्या जागी	सदस्यांचे नाव व नवीन पदनाम	शासन अधिसूचना क्रमांक
(१)	(२)	(३)	(४)	(५)
१	श्री. वि. प्र. गायकवाड, जिल्हा न्यायाधीश-१, आणि अतिरिक्त सत्र न्यायाधीश, उद्गिर, जिल्हा लातूर	श्री. एम. आर. मंथनवार	श्री. वि. प्र. गायकवाड, सदस्य, औद्योगिक न्यायालय, जालना	यूएलपी. १२९३/७१५७३/ सीआर-४८७, कामगार-३, दिनांक २४ डिसेंबर १९९३.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

सु. सा. चौधरी,

शासनाचे अवर सचिव.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. ULP. 2014/C.R. 51/Lab-3, dated the 20th March 2014, *Extra-ordinary* is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 20th March 2014

NOTIFICATION

Ref.— Notification No. ICE-1213/C.R. 141/Lab-6, dated 12th February, 2014 of the Industries, Energy and Labour Department Mantralaya, Mumbai.

MAHARASHTRA RECOGNITION OF TRADE UNIONS AND PREVENTION OF UNFAIR LABOUR PRACTICES ACT, 1971.

G.N. No. ULP. 2014/C.R. 51/Lab-3.—With reference to the Notification under reference, the Government of Maharashtra, hereby appoint the following Judicial Officer as Member of Industrial Court, in exercise of the powers conferred by Section 4 of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practice Act, 1971 (1 of 1972) :—

Sr. No.	Judge Name and Present Designation	On Whose Place	Member Name and New Designation	Government Notification No.
(1)	(2)	(3)	(4)	(5)
1	Shri V. P. Gaikwad, District Judge-1, and Additional Sessions Judge, Udgir	Shri M. R. Manthanwar	Shri V. P. Gaikwad, Member, Industrial Court, Jalna	ULP.1293/71573/C.R. 487/Lab-3, Dated 24th December 1993.

By order and in the name of the Governor of Maharashtra,

S. S. CHAUDHARI,
Under Secretary to Government.

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गुरुवार, मार्च २०, २०१४/फाल्गुन २९, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय,
मुंबई ४०० ०३२, दिनांक २० मार्च २०१४.

अधिसूचना

संदर्भ.—मा. महाप्रबंधक, उच्च न्यायालय, मुंबई यांची अधिसूचना क्र. ए-३९०२/२०१४/७१८, दिनांक २५ फेब्रुवारी २०१४.

महाराष्ट्र कामगार संघांना मान्यता देण्याबाबत आणि अनुचित कामगार प्रथांना प्रतिबंध करण्याबाबत अधिनियम, १९७१.

क्रमांक यूएलपी. २०१४/प्र.क्र. ८०/काम-३.—उपरोक्त संदर्भित अधिसूचनेस अनुसरून महाराष्ट्र कामगार संघांना मान्यता देण्याबाबत आणि अनुचित कामगार प्रथांना प्रतिबंध करण्याबाबत अधिनियम, १९७१ (१९७२ चा एक) यांच्या कलम ६ अन्वये प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे खाली नमूद केलेल्या न्यायिक अधिकाऱ्याची न्यायाधीश कामगार न्यायालय या पदावर नियुक्ती करित आहे :—

अ.क्र.	न्यायाधीशांचे नाव व सध्याचे पदनाम	कोणाच्या जागी	न्यायाधीशांचे नाव व नवीन पदनाम	शासन अधिसूचना क्रमांक
(१)	(२)	(३)	(४)	(५)
१	श्री. संजय डी. पैठणे तत्कालीन दिवाणी न्यायाधीश, वरिष्ठ स्तर आणि न्यायदंडाधिकारी, पहिला वर्ग, जळगाव.	श्री. अनिल पी. भावठानकर.	श्री. संजय डी. पैठणे न्यायाधीश, ४ थे कामगार न्यायालय, मुंबई.	यूएलपी. १०७६/१६१२/काम-९, दिनांक ७ जानेवारी १९७७.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

सु. सा. चौधरी,

अवर सचिव, महाराष्ट्र शासन.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. ULP. 2014/C.R. 80/Lab-3, dated the 20th March 2014, *Extra-ordinary* is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 20th March 2014.

NOTIFICATION

Ref.— Notification No. A-3902/2014/718, dated the 25th February 2014 of the Registrar General, High Court, Bombay.

MAHARASHTRA RECOGNITION OF TRADE UNIONS AND PREVENTION OF UNFAIR LABOUR PRACTICES ACT, 1971.

G.N. No. ULP. 2014/C.R. 80/Lab-3.—With reference to the Notification under reference, the Government of Maharashtra, hereby appoint the following Judicial Officer as Judge of Labour Court in exercise of the powers conferred by Section 6 of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 (1 of 1972) :—

Sr. No.	Judge Name and Present Designation	On Whose Place	Judge Name and New Designation	Government Notification No.
(1)	(2)	(3)	(4)	(5)
1	Shri Sanjay D. Paithane, the then Civil Judge, Senior Division and Judicial Magistrate, First Class, Jalgaon.	Shri Anil P. Bhavthankar.	Shri Sanjay D. Paithane, Judge, 4th Labour Court, Mumbai.	ULP.1076/1612/Lab-9, dated 7th January 1977.

By order and in the name of the Governor of Maharashtra,

S. S. CHAUDHARI,
Under Secretary to Government.

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 बुधवार, मार्च २६, २०१४/चैत्र ५, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरू चौक, मादाम कामा रोड, मंत्रालय, मुंबई ४०० ०३२, दिनांक २६ मार्च २०१४

अधिसूचना

कारखाने अधिनियम, १९४८.

क्रमांक एफएसी. २०१४/प्र.क्र. २०/काम-४.—कारखाने अधिनियम, १९४८ च्या कलम ६६ (१) (ब) मधील परंतुकान्वये प्रदान करण्यात आलेल्या शक्तीचा वापर करून महाराष्ट्र शासन या अधिसूचनेद्वारे चकोते फूड्स, गट नं. ३६, मु. पो. नांदणी, ता. शिरोळ, जिल्हा कोल्हापूर या कारखान्यास कारखाने अधिनियम, १९४८ मधील महिला कर्मचाऱ्यांच्या कामाच्या वेळेसंबंधी असणाऱ्या तरतुदीमधून सूट देत असून याबाबत संमती असणाऱ्या महिला कर्मचाऱ्यांना सकाळी ५-०० ते रात्री १०-०० वाजेपर्यंतच्या कालावधीकरिता काम करण्यास सदर अधिसूचना निर्गमित झाल्याच्या दिनांकापासून पुढील १ वर्षाच्या कालावधीकरिता परवानगी देत आहे. सदर सूट ही खालील अटीच्या अधीन राहून देण्यात येत आहे :—

अटी

(१) कोणत्याही महिला कामगारास रात्री १०-०० वाजल्यापासून सकाळी ५-०० वाजेपर्यंत कामावर ठेवू नये.

(२) व्यवस्थापनाने महिला कामगारांना, कामगारांच्या निवासस्थानापासून, कारखान्यापर्यंत व पुन्हा परत त्यांच्या निवासस्थानापर्यंत त्यांना ने-आण करण्यासाठी बस किंवा मोटारगाड्यातून विनामूल्य सोय केली पाहिजे. तसेच त्यांना कामावर येताना, जाताना व कामाच्या ठिकाणी सुरक्षिततेची पुरेशी व्यवस्था केली पाहिजे.

(३) स्त्री कर्मचाऱ्यांच्या कामाच्या ठिकाणी व्यवस्थापनाने निवासस्थान ते आस्थापना व आस्थापना ते निवासस्थानाच्या वाहतुकीमध्ये स्त्री सुरक्षा रक्षकाची नियुक्ती करण्यात यावी. सकाळी ५-०० ते दुपारी २-०० व दुपारी २-०० ते रात्री १०-०० या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांच्या १ ते १० संख्येला १ महिला सुरक्षा रक्षक नेमण्यात यावी. त्याच पटीत पुढे सुरक्षा रक्षक नेमण्यात यावेत. स्त्री सुरक्षा रक्षकांना स्वसंरक्षणार्थ व त्यांच्या देखरेखीखाली असलेल्या स्त्री कर्मचाऱ्यांच्या संरक्षणाकरिता ज्युडो, कराटे इत्यादींचे प्रशिक्षण देण्यात यावे.

(४) स्त्री कर्मचाऱ्यांकरिता स्वतंत्र लॉकर्सची व्यवस्था करण्यात यावी व स्त्री कर्मचाऱ्यांच्या विश्रांतीकरिता विश्रांती कक्ष निर्माण करण्यात यावा. या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांना किमान पाच स्त्री कर्मचाऱ्यांच्या गटागटाने काम करण्यास देण्यात यावे.

(५) प्रत्येक स्त्री कर्मचाऱ्यास प्रत्येक सप्ताहामध्ये आलटून पालटून साप्ताहिक सुट्टी कोणत्याही प्रकारची वेतनातून कपात न करता देण्यात यावी. कर्मचाऱ्यांना आठवड्यात गटागटाने सुट्टी देण्यात यावी.

(६) साप्ताहिक सुट्टीचे वेळापत्रक प्रत्येक महिन्याच्या शेवटच्या दिवशी कर्मचाऱ्याच्या माहितीसाठी सूचनाफलकावर प्रदर्शित करावे. कोणत्याही कर्मचाऱ्यास साप्ताहिक रजेपासून वंचित केले जाणार नाही. त्यांना आठवड्याची भरपगारी रजा दिली जाईल.

(७) कर्मचाऱ्याच्या जादा कामाचा भत्ता, कामाचा विस्तार कालावधी व इतर अनुषंगिक बाबींबाबत कारखाने अधिनियम व महाराष्ट्र कारखाने नियम यामधील तरतुदींचे पालन करणे आवश्यक आहे.

(८) महिला कामगारांचे ६ वर्षांपेक्षा लहान मुलांसाठी पाळणाघराची सुविधा उपलब्ध केली पाहिजे.

(९) पाळणाघराच्या व्यवस्थेचा फायदा घेण्याकरिता जे कामगार आपली लहान मुले कारखान्यात आणू इच्छितात त्या मुलांनाही उपरोक्त अट क्र. (८) मधील सुविधा कारखाना व्यवस्थापनाने उपलब्ध करून दिली पाहिजे.

(१०) सदर सूट ही या प्रस्तावासोबत संमतीपत्र देणाऱ्या ५६ महिलांकरिताच लागू राहिल. या सूटबाबत संमती देणाऱ्या महिलांची किंवा युनियनची तक्रार असल्यास त्यांच्याबाबतीत सदर सवलत लागू राहणार नाही.

(११) व्यवस्थापनाने सदर सूट मिळालेल्या अधिसूचनेची प्रत ठळकपणे, सर्व महिला कर्मचाऱ्यांच्या माहितीकरिता सूचना फलकावर प्रदर्शित केली पाहिजे.

(१२) महिला कर्मचाऱ्यांच्या वेळेच्या संबंधात मा. उच्च न्यायालय, मद्रास यांनी रिट पिटीशन क्र. ४३६०/९९ या केसमध्ये दिलेल्या मार्गदर्शक तत्वांचे कारखाना व्यवस्थापनाने पालन केले पाहिजे.

(१३) वरील आस्थापनेस दिलेली सूट ही सदर अधिसूचना राजपत्रात प्रसिद्ध झाल्याच्या दिनांकापासून पुढे एक वर्षाच्या कालावधीकरिता अंमलात येईल.

(१४) वरील क्रमांक (१) ते (१२) च्या अटींचे व्यवस्थापनाकडून उल्लंघन झाल्यास वरीलप्रमाणे दिलेली सूट/सवलत आपोआप रद्द समजली जाईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

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